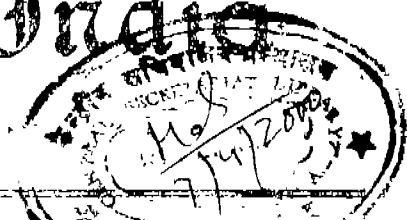




भारत का राजपत्र

The Gazette of India

प्रकाशित द्वारा प्रतिवार
PUBLISHED BY AUTHORITY



वं. 49]

नई विल्सी, सन्ताना, दिसम्बर 4, 1999 / अग्रहायण 13, 1921

No. 49]

NEW DELHI, SATURDAY, DECEMBER 4, 1999/AGRAHAYANA 13 1921

इस भाग में जिन पृष्ठ संख्या वी आती है जिससे कि यह घलग फ़ॉलोवर के रूप में
रखा जा सके।

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-Section (ii)

भारत सरकार के संकायों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सारित्विक धारेय और जविसूचनाएँ
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, सोक-रिक्षावाहक, स्थाया प्रेषण मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)

नई विल्सी, 16 नवम्बर, 1999

का. आ. 3476:—केन्द्रीय सरकार, दिल्ली विशेष पुलिस
स्थापना अधिनियम, 1946 (1946 का अधिनियम, सं.
25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1)
द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए माननीय उड़ीसा
उच्च न्यायालय कटक के दिनांक 07-07-99 के भादेश के
अनुसरण में उड़ीसा सरकार, गृह विभाग द्वारा जारी
दिनांक 17-9-99 की अधिसूचना सं. 52186 सी.पी.
द्वारा प्राप्त उड़ीसा सरकार की सहमति से भारतीय दंड
संहिता की धारा 467, 468, 419, 420 और 280
के तहत लाल बाग पुलिस स्टेशन, जिला कटक में दिनांक
19-2-96 को पंजीकृत मामला सं. 56/96 और छूटे
और जाली अदालती शुल्क और स्टाम्प पत्रों के आरोपों के
संबंध में भारतीय दंड संहिता की धारा 468, 471, और

474 के तहत दिनांक 7-11-1998 को पुलिस स्टेशन प्लांट
साइट में बर्ज मामले सं. 341/98 और 342/98 के अन्वेषण
और किन्हीं अन्य अपराध (अपराधों), तथा उन्हीं तथ्यों से
उद्भूत समान संयवहार के अनुक्रम में किए गए कथित
अपराधों के संबंध में, जिनमें गैर-सरकारी व्यक्ति कर्मचारी
और अन्य शामिल हैं, के अन्वेषण के लिए दिल्ली विशेष
पुलिस स्थापना (केन्द्रीय अन्वेषण ब्यूरो) के सदस्यों की
शक्तियों और अधिकारिता का विस्तार संपूर्ण उड़ीसा राज्य
के संबंध में करती है।

[सं. 228/80/99-ए.बी.डी-II]
हर्वर सिंह, प्रबर सचिव

MINISTRY OF PERSONNEL, PUBLIC

GRIEVANCES AND PENSION

(Department of Personnel & Training)

New Delhi, the 16th November, 1999

S.O. 3476.—In exercise of the powers conferred by
sub-section (1) of section 5 read with section 6 of

the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Orissa vide Government of Orissa, Home Department Notification No. 52186/CP dated 17-9-1999 issued in pursuance of order of the Hon'ble High Court of Orissa at Cuttack, dated 7-7-1999 in O.J.C. 6187/98 (Public Interest Litigation), hereby extends the powers and jurisdiction of the members of Delhi Special Police Establishment (CBI) to the State of Orissa for investigation of Case No. 56/96 dated 19-2-1996 under section 467, 468, 419, 420 and 260 IPC registered with Lalbagh Police Station, District Cuttack and two cases Nos. 341/98 and 342/98 both dated 7-11-1998 under section 468, 471 and 474 IPC and registered with Police Station Plant Site, relating to the allegations of fake and forged/counterfeit Court Fees and Stamp papers and for any other offence(s), attempt, abetment and conspiracy in relation to or in connection with the said offences committed in the course of the same transaction arising out of the same facts involving private persons, officials and others.

[No. 228/80/99-AVD. II]
HARI SINGH, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई विल्सन, 22 नवम्बर, 1999

का.आ. 3477.—सर्वसाधारण की जानकारी के लिए यह घोषित किया जाता है कि आयकर नियमावली, 1962 के नियम 23 के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23-छ) के प्रयोजनार्थ केन्द्र सरकार द्वारा निम्न पैरा (3) में सूचीबद्ध उद्यम/श्रीखोगिक उपक्रम को करनिधारण वर्ष 2000-2001, 2001-2002 और 2002-2003 के लिए अनुमोदित करती है।

2. उक्त अनुमोदन इस शर्त पर किया जाता है कि—

(i) उक्त उद्यम/श्रीखोगिक उपक्रम आयकर नियमावली, 1962 के नियम, 23 के साथ पठित आयकर अधिनियम, 1961 की धारा 10(23-छ) के उपबंधों के अनुरूप हो और उनका अनुपालन करें;

(ii) केन्द्र सरकार यह अनुमोदन वापस ले लेगी यदि उक्त उद्यम/श्रीखोगिक उपक्रम—

(क) आधारभूत सुविधा को जारी रखना बंद कर देता है; अथवा

(ख) यही खातों को रखने वाले आयकर नियमावली, 1962 के नियम 23 के उपनियम (7) द्वारा यथा-अपेक्षित ऐसे खाते की किसी लेखाकार द्वारा लेखा परीक्षा करने में असफल रहता है; अथवा

(ग) आयकर नियमावली, 1962 के नियम 23 के उपनियम (7) द्वारा यथा-अपेक्षित लेखा-वरीक्षा परीक्षा रिपोर्ट प्रस्तुत करने में असफल रहता है।

3. अनुमोदित उद्यम/श्रीखोगिक उपक्रम निम्नानुसार है: —

(i) मैसर्स रिलाइन्स पाटलगंगा पॉवर लि., श्रीराम भिल्स परसिर तूतीय तल, गणपतराव क्षेत्र मार्ग, वर्ली, मुम्बई-420013 का 447 मेंगावाट कन्वेंशनल कम्बाइंड साइकिल पॉवर प्लाट, पाटलगंगा, जिला रायगढ़, महाराष्ट्र।

[अधिसूचना सं. 11136/फा. सं. 205/172/99-आयकर नि.-II]

कमलेश सी. वार्षने, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 22nd November, 1999

S.O. 3477.—It is notified for general information that enterprise/industrial undertaking, listed at para (3) below has been approved by the Central Government for the purpose of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962, for the assessment years 2000-2001, 2001-2002 and 2002-2003.

2. The approval is subject to the condition that—

(i) the enterprise/industrial undertaking will conform to and comply with the provisions of section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962;

(ii) the Central Government shall withdraw this approval if the enterprise/industrial undertaking—

(a) ceases to carry on infrastructure facility; or

(b) fails to maintain books of account and get such accounts audited by an accountant as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962; or

(c) fails to furnish the audit report as required by sub-rule (7) of rule 2E of the Income-tax Rules, 1962.

3. The enterprise/industrial undertaking approved is—

(i) 447 MW Conventional Combined Cycle Power Plant at Patalganga, Distt. Raigad, Maharashtra of M/s. Reliance Patalganga Power Limited, Shree Ram Mills Premises, 3rd Floor, Ganpatrao Kadami Marg Worli, Mumbai-420013.

[Notification No. 11136/F. No. 205/172/99-ITA-II]
KAMLESH C. VARSHNEY, Under Secy

(भार्यिक कार्य विभाग)

(शी. फिरा)

नई विल्सी, १५ अप्रैल, १९९९

का.आ. 3478.—केन्द्रीय सरकार; राजभाषा (संघ के शासकीय प्रयोजनों के लिये प्रयोग) नियम, 1976 के नवम, 10 के उपनियम (4) के अनुसरण में, संसद ग्रन्तबंध में निम्नलिखित बैंकों के सूचीबद्ध कार्यालयों/शाखाओं को, जिसके 80% से अधिक कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:—

क्रम सं.	बैंक का नाम	कार्यालयों/शाखाओं की संख्या
1.	इंडियन ऑवरसीज बैंक	123
2.	कार्पोरेशन बैंक	04
3.	यूनियन बैंक ऑफ इंडिया	03
4.	बैंक ऑफ बङ्गलौदा	74

[फा.सं. 11016/4/99-हिन्दी]

रमेशबाबू अणियेरी; उप निवेशक (राजभाषा)

अनुवन्ध

इण्डियन ग्रोवरसीज बैंक

राजभाषा विभाग : केन्द्रीय कार्यालय

तेजस्वि

राजभाषा नियम 10(4) के तहत शाखाप्रो व कार्यपालयों
के अधिसूचित करने के लिए

1. इण्डियन ओवरसीज बैंक
क्षेत्रीय कार्यालय (महानगर)
‘व इष्ट हाउस’
119 पार्क रद्वीट, प्रथम तला
फलकता-700016
पश्चिम बंगाल
2. इण्डियन ओवरसीज बैंक
क्षेत्रीय कार्यालय
550/1 कॉलेज रोड
फाउन्टेन थीक, सिंबिल लाइन्स,
लुधियाना, पंजाब-141001
3. इण्डियन ओवरसीज बैंक,
क्षेत्रीय कार्यालय
अन्द्र निवास,
डी-23/ए, पुर्णीराज रोड,
‘सी’ स्कीम, जयपुर-302005
राजस्थान

- इण्डियन ओवरसीज़ बैंक,
धोकीय कार्यालय
85 पी, मार्केट रोड एक्सटेंशन
तंजावुर-613001
तमில்நாடு
- इण्डियन ओवरसीज़ बैंक,
धोकीय कार्यालय
छठी मंजिल, 'सी' विग
मनुभाई टावर
सप्ताजीगंज, पी.ओ.
बड़ौदा-390005
गुजरात
- इण्डियन ओवरसीज़ बैंक,
धोकीय कार्यालय
आई ओ बी विलिंगम
एम.जी. रोड,
तिरुवनंतपुरम-695001
केरल
- इण्डियन ओवरसीज़ बैंक
धोकीय कार्यालय (महा.)
मेकर टावर 'ई'
5वीं मंजिल, कफ परेड
मुम्बई-400005
महाराष्ट्र

राजभाषा नियम 10(4) के तहत अधिसूचित करने के लिए
शाखाओं की सूची

कोयम्बत्तूर क्षेत्र

8. चिन्नतडागम शाखा
इण्डियन ओवरसीज बैंक
सैल्वम काम्प्लैक्स,
1/254 मेन रोड
(बस स्टैण्ड के पास)
चिन्नतडागम,
कोयम्बत्तूर ज़िला-641108,
तमिलनाडु

9. तोण्डमुत्तूर शाखा
इण्डियन ओवरसीज बैंक
8/40 माहमपट्टी रोड,
तोण्डमुत्तूर
कोयम्बत्तूर ज़िला-641109
तमिलनाडु

मुम्बई (गैर-महा) क्षेत्र

10. पठुगांव शाखा
इण्डियन ओवरसीज बैंक
पठुगांव, तालुका श्रीरामपुर
अहमद नगर ज़िला
अहमदनगर-413721,
महाराष्ट्र

11. पोहेरगांव शाखा
इण्डियन ओवरसीज बैंक
हिंगिरी, पोहेरगांव
कोपरगांव तालुक,
अहमदनगर-423605
महाराष्ट्र

12. तलेगांव शाखा
इण्डियन ओवरसीज बैंक
तलेगांव (डिगे),
संगमनीर तालुक,
अहमदनगर ज़िला-422611
महाराष्ट्र

भेरड क्षेत्र

13. मम्मीला शाखा
इण्डियन ओवरसीज बैंक
2/415 आवास विकास कालोनी,
बुद्धि विहार, कुणलपुर रोड,
मम्मीला, मोरादाबाद-244001
उत्तर प्रदेश

14. रेलवे रोड-रड़की शाखा
इण्डियन ओवरसीज बैंक
मी.एस.एम. कॉलिज के सामने
रड़की-247667
उत्तर प्रदेश

लखनऊ क्षेत्र

15. कैजाबाद शाखा
इण्डियन ओवरसीज बैंक
प्रल्का टावर्स
नायाबाद रोड, राकबगंज,
फैजाबाद-224001
उत्तर प्रदेश
16. फतेहाबाद रोड शाखा
इण्डियन ओवरसीज बैंक
18 ए/8 डी 1, लक्ष्मी कमरिशल काम्प्लैक्स
हावार्ड पार्क के सामने
प्लासा, फतेहाबाद,
झागरा-282002,
उत्तर प्रदेश

17. गोमती नगर शाखा
इण्डियन ओवरसीज बैंक
1/64, विवेक चंडे,
गोमती नगर, लखनऊ-226010
उत्तर प्रदेश

18. भोती नगर शाखा
इण्डियन ओवरसीज बैंक,
महाराजा अप्रसेन विद्यालय भोतीनगर
लखनऊ-226001
उत्तर प्रदेश

दिल्ली क्षेत्र

19. हॉलस्ट्रियल फाइनान्स शाखा दिल्ली
इण्डियन ओवरसीज बैंक
101-102 रोहित हाउस
3, टाल्सटाय मार्ट,
नई दिल्ली-110001

20. प्रीत विहार शाखा (पटपड़ गंज)
इण्डियन ओवरसीज बैंक
6, सोकल शार्पिंग सेन्टर
प्रीत विहार (पटपड़ गंज)
नई दिल्ली-110092

लुधियाना क्षेत्र

21. आवमपुर दोआबा शाखा
इण्डियन ओवरसीज बैंक
पंजाब खादी मंडल बिल्डिंग
आवमपुर दोआबा
जालधर ज़िला 144102
पंजाब

22. ए.जी.एस. बाजार शाखा
इण्डियन ओवरसीज बैंक
प्रफालगढ़ गुरुसर सुधार
पी.ओ. आलसा कालेज सुधार
लुधियाना जिला
141104 पंजाब

23. प्रीन एवेन्यू—अमृतसर शाखा
इण्डियन ओवरसीज बैंक
10/बी मार्पिंग सेंटर
मैन मार्केट, प्रीन एवेन्यू
अमृतसर 143001 पंजाब

24. अमृतसर शाखा
इण्डियन ओवरसीज बैंक
कांग्रेस भवन बिल्डिंग
गांधी बाजार, अमृतसर
143001 पंजाब

25. ग्रार्ड कालेज—लुधियाना शाखा
इण्डियन ओवरसीज बैंक
सिविल लाइन्स
लुधियाना 141001 पंजाब

26. बद्दोबाल शाखा
इण्डियन ओवरसीज बैंक
मैन रोड, बद्दोबाल
लुधियाना जिला
142021, पंजाब

27. बरनाला शाखा
इण्डियन ओवरसीज बैंक
गोकुल मार्केट, बरनाला
संगहर जिला 138101
पंजाब

28. भट्टिडा शाखा
इण्डियन ओवरसीज बैंक
4325, कैटिया बिल्डिंग
किकेर बाजार, भट्टिडा
151001 पंजाब

29. चकोही शाखा
इण्डियन ओवरसीज बैंक
चकोही गांव
लुधियाना जिला
141401 पंजाब

30. घोशाला कालेज शाखा
इण्डियन ओवरसीज बैंक
ठाठा रोड, जालंधर
144004, पंजाब

31. फिरोजपुर शाखा
इण्डियन ओवरसीज बैंक
भी/एस-1/156, मैन बाजार
(दिल्ली गेट के अन्दर)
फिरोजपुर सिटी
152002 पंजाब

32. गुजरातवाल शाखा
इण्डियन ओवरसीज बैंक
मैन बाजार, गुजरातवाल
लुधियाना जिला
141202, पंजाब

33. होशियारपुर शाखा
इण्डियन ओवरसीज बैंक
मदन बिल्डिंग
फगवाड़ा रोड, होशियारपुर
146001, पंजाब

34. जगरांव शाखा
इण्डियन ओवरसीज शाखा बैंक
लाजपतराय रोड
जगरांव, लुधियाना जिला
142026, पंजाब

35. जालंधर छावनी शाखा
इण्डियन ओवरसीज बैंक
हरदयाल रोड
जालंधर छावनी
144005, पंजाब

36. जालंधर सिटी शाखा
इण्डियन ओवरसीज बैंक
“लाली मिवास” जी. टी. रोड
जालंधर सिटी 144001
पंजाब

37. लुधियाना—आउन रोड शाखा
इण्डियन ओवरसीज शाखा बैंक
सी एस सी रोड हास्टल बिल्डिंग
आउन रोड, लुधियाना
141001, पंजाब

38. इंडस्ट्रियल एरिया—लुधियाना
इण्डियन ओवरसीज बैंक
जी. टी. बायपास रोड
ट्रांसपोर्ट नगर इंडस्ट्रियल
एरिया के पास, लुधियाना
141003, पंजाब

39. लुधियाना शाखा
इण्डियन ओवरसीज बैंक
मैनिक रेस्ट हाउस
कच्चहरी रोड, लुधियाना
141001, पंजाब

40. मानसा शाखा
इण्डियन ओवरसीज बैंक
गौशाला रोड, मानसा
भटिंडा जिला
151505, पंजाब

41. मोगा शाखा
इण्डियन ओवरसीज बैंक
झंदिरा पेसेस, रेलवे रोड
मोगा, फरीकोट जिला
142001 पंजाब

42. मोहनपुर शाखा
इण्डियन ओवरसीज बैंक
गांव व पोस्ट मोहनपुर
नहसील समराला
लुधियाना जिला
141401, पंजाब

43. मुलानपुर शाखा मंडी शाखा
इण्डियन ओवरसीज बैंक
मुलानपुर शाखा मंडी
लुधियाना जिला
141101, पंजाब

44. नंगल टाउनशिप शाखा
इण्डियन ओवरसीज बैंक
145 रेलवे रोड
नंगल टाउनशिप, रूप नगर जिला
140124, पंजाब

45. पत्तरकला शाखा
इण्डियन ओवरसीज बैंक
पत्तरकला, जालंधर जिला
144806, पंजाब

46. फगवाड़ा शाखा,
इण्डियन ओवरसीज बैंक,
जी टी रोड, बस स्टैण्ड के सामने
फगवाड़ा, कपूरथला जिला
144401, पंजाब

47. पकोवाल रोड—लुधियाना शाखा,
इण्डियन ओवरसीज बैंक,
754 सरगोधा कालोनी
पकोवाला रोड, लुधियाना,
141002, पंजाब

48. राजपुरा शाखा
इण्डियन ओवरसीज बैंक,
प्लाट नं. 280 से 289 तक
पटियाला राजपुरा रोड,
पटियाला जिला 140401 पंजाब

49. एस ए एस नगर शाखा,
इण्डियन ओवरसीज बैंक;
एस सी ओ 23, फेस 1
एस ए एस नगर, मोहाली,
160051, पंजाब

50. शाहकोड़ शाखा
इण्डियन ओवरसीज बैंक,
विश्वकर्मा मार्केट मंडी रोड,
गांव व पोस्ट शाहकोड़,,
जालंधर जिला 144702, पंजाब

51. स्याड शाखा;
इण्डियन ओवरसीज बैंक,
बस स्टैण्ड के पास
स्याड, लुधियाना जिला,
141117, पंजाब

52. सूरानूसरी शाखा,
इण्डियन ओवरसीज बैंक,
जी टी रोड, सूरानूसरी,
जालंधर जिला, 144001 पंजाब

53. कीखे शाखा;
इण्डियन ओवरसीज बैंक,
कीखे गांव, बद्दोबाल पोस्ट
लुधियाना जिला,
142021, पंजाब

54. कटानीकला शाखा,
इण्डियन ओवरसीज बैंक;
चण्डीगढ़ रोड,
गांव कटानीकला पोस्ट,
लुधियाना जिला,
141113, पंजाब

55. इजवा शाखा
इण्डियन ओवरसीज बैंक,
शमपाद बिल्डिंग,
इजवा
तिरुवनंतपुरम जिला,
695311, केरल

56. कीर्णाटिटंगल शाखा
इण्डियन ओवरसीज बैंक,
एन. पी. बिल्डिंग
कीर्णाटिटंगल पो. थो.
तिरुवनंतपुरम, केरल;
695101
कंजाऊर ध्रोत

57. बूद्धलूर शाखा,
इण्डियन ओवरसीज बैंक,
मैन रोड, बूद्धलूर;
बूद्धलूर पोस्ट
तंजाऊर जिला 613602,
तमिलनाडु

58. गणपति अग्रहारम शाखा,
इण्डियन ओवरसीज बैंक,
6-42 नार्थ स्ट्रीट,
गणपति अग्रहारम,
तंजाऊर जिला
तमिलनाडु; 614202,

59. कामराज रोड—कुम्बकोणम शाखा,
इण्डियन ओवरसीज बैंक,
विशाप हाउस काम्प्लेक्स,
93 कामराज रोड, कुम्बकोणम,
तंजाऊर जिला, 612001
तमिलनाडु

60. कल्लपेरम्बूर शाखा,
इण्डियन ओवरसीज बैंक,
6 ए व 7 ए नार्थ स्ट्रीट,
कल्लपेरम्बूर, तंजाऊर जिला
613601 तमिलनाडु

जयपुर धोका
फतेहपुर शाखा

61. इण्डियन ओवरसीज बैंक
17 परिहाल शार्पिंग सेंटर
शिकारिया चौराहा, फतेहपुर
शेखावटी, शिकार जिला।
332 301 राजस्थान

62. रत्साम शाखा
इण्डियन ओवरसीज बैंक
114 बीपक टाकीज कम्पाउण्ड
पावर हाउस रोड
सैलाना बस स्टेंड, जूलूम
457 001 मध्य प्रदेश

63. जम्मू शाखा
इण्डियन ओवरसीज बैंक
37-ए, बी/बी, गांधीनगर
एक्सटेंशन रेलवे रोड
जम्मू

64. गुडगांव शाखा
इण्डियन ओवरसीज बैंक
डी एम-15, दक्षिण मार्ग
डी एल एफ कुतुब एनक्लव फस-II
गुडगांव, हरियाणा
122 001

65. करनाल शाखा
इण्डियन ओवरसीज बैंक
करन गढ़, करनाल
132001 हरियाणा

66. पंचकुला शाखा
इण्डियन ओवरसीज बैंक
एस सी एफ-50, सेक्टर 9
पंचकुला 134109
हरियाणा

67. पानीपत शाखा
इण्डियन ओवरसीज बैंक
एस सी एफ-36, सेक्टर 11-12
भाग-1, पानीपत
132103 हरियाणा

68. सेक्टर 32 चण्डीगढ़ शाखा
इण्डियन ओवरसीज बैंक
एस सी ओ 369 सेक्टर 32
चण्डीगढ़, 160047

69. सिरसा शाखा
इण्डियन ओवरसीज बैंक
2/47 सदर बाजार
सिरसा, सिरसा जिला
125 055 हरियाणा

बड़ौदा धोका

70. नजियाद शाखा
इण्डियन ओवरसीज बैंक
स्टेशन रोड
(सरदार पटेल स्टेशन के सामने)
नजियाद, बुड़ा जिला
387001, गुजरात

71. वलसाड शाखा
इण्डियन ओवरसीज बैंक
आदित्या चैम्बर्स, प्रथम तल
कल्याण बैंग स्टेशन रोड
पी, श्रो. वलसाड, वलसाड जिला
396001 गुजरात

72. झंपा बाजार शाखा
इण्डियन ओवरसीज बैंक
4/3366 सलबतपुरा मेन रोड
झंपा बाजार, सूरत
395 003, गुजरात

73. खंभात शाखा
इण्डियन ओवरसीज बैंक
गवारा बाजार, सरदार टावर के पास,
खंभात,
झानमंडी जिला 388 620
गुजरात

ગ્રાહમદાબાદ થેત

74. કાલુપુર સર્કલ શાખા
ઇણિયન ઓવરસીજ બૈંક
મુનિસિપલ કાર્પોરેશન બિલ્ડિંગ
કાલુપુર સર્કલ, રેલવેપુરા
અહૃમદાબાદ-380 002
ગુજરાત

75. નારાયણપુરા શાખા
ઇણિયન ઓવરસીજ બૈંક
દી ડી પટેલ હાઉસ
કેતાન સોસાયટી મધુસૂધન કે સામને
ઓકા રોડ, નારાયણપુરા-380014
ગુજરાત

76. સારંગપુર ચકલો શાખા
ઇણિયન ઓવરસીજ બૈંક
પંદ્રનજી પોલ સારંગપુર
અહૃમદાબાદ-380 001
ગુજરાત

77. સાટિનાઇટ શાખા
ઇણિયન ઓવરસીજ બૈંક
શ્રાકાશ બિલ્ડિંગ, ભૂતલ
જજ સ વંગલા રોડ,
પ્રેમ ચન્દ નગર કે પાસ
સાટિનાઇટ બસ સ્ટાપ
અહૃમદાબાદ-380054
ગુજરાત

78. સ્ટેલિયમ રોડ શાખા
ઇણિયન ઓવરસીજ બૈંક
મુખ વિલા 3, શ્રેયસ કાલોની,
સ્ટેલિયમ માર્ગ, નવરંગપુરા
અહૃમદાબાદ-380009
ગુજરાત

79. આનંદપાઠ શાખા
ઇણિયન ઓવરસીજ બૈંક
શ્રી હૃષ્ટકે ગફુપતા, આનંદપાઠ
બેડીપારા સ્વા પો.ઓ. નાનગામ
રાજકોટ જિલ્લા-360003
ગુજરાત

80. ધોરાજી શાખા
ઇણિયન ઓવરસીજ બૈંક
નં. 53 ભગવત રંગભૂમિ
સ્ટેશન રોડ, આજાદ ચીક
ધોરાજી, રાજકોટ જિલ્લા-360410
ગુજરાત

81. ગાંધીધામ શાખા
ઇણિયન ઓવરસીજ બૈંક
પ્લાટ 91 વ 199 શ્રી ગાંધી ધામ
કો-એપરેટિવ હાઉસિંગ સો. લિ.
સૈટર 4105-209,
ગાંધીધામ-370201
ગુજરાત

82. હાંસોલ શાખા
ઇણિયન ઓવરસીજ બૈંક
165, સરદાર નગર,
સિદ્ધી કાલોની, હાંસોલ,
અહૃમદાબાદ-382 475
ગુજરાત

83. જીતપુર શાખા
ઇણિયન ઓવરસીજ બૈંક
કુદેર ભવન ફુલવાડી
લોધી રોડ, જીતપુર
રાજકોટ જિલ્લા-360370
ગુજરાત

84. કસ્તૂરી નગર શાખા
ઇણિયન ઓવરસીજ બૈંક
ઇક્કો ટાઉનશિપ, કસ્તૂરી નગર,
ગાંધી નગર જિલ્લા-382 423
ગુજરાત

85. ગાંધી નગર શાખા
ઇણિયન ઓવરસીજ બૈંક
સૈટર 16, શાલિમાર એટર
કે પાસ, ગાંધીનગર-382016
ગુજરાત

86. કુહા શાખા
ઇણિયન ઓવરસીજ બૈંક
પ્રથમ તલ, રામજી મંદિર પરિસર
કુહા વાસકોલ તાલુક
અહૃમદાબાદ જિલ્લા-382433
ગુજરાત

87. મોરવી શાખા
ઇણિયન ઓવરસીજ બૈંક
ભાટિયા મહાજન વાડી
9/2/43 સરદાર રોડ મોરવી,
રાજકોટ જિલ્લા-363641
ગુજરાત

88. પોરબંદર શાખા
ઇણિયન ઓવરસીજ બૈંક
ખાડી ભવન (અનેક્સ).
ભાવસિહ્યી પાર્ક રોડ,
પોરબંદર, ગુજરાત જિલ્લા-360 475
ગુજરાત

89. राजकोट शाखा
इण्डियन ओवरसीज बैंक
परेख चैम्बर्स,
धेवरमाह रोड राजकोट - 360001
गुजरात

90. एम.वी.एम. कॉलेज शाखा,
इण्डियन ओवरसीज बैंक
काशीहरी (एल आई सी बिल्डिंग के सामने)
कलवाड रोड,
राजकोट 360002
गुजरात

91. रामोल शाखा
इण्डियन ओवरसीज बैंक
फरीड हाउस
जनता नगर बस स्टाप के पास
रामोल, जंटर नगर-382449
गुजरात

92. विरंगाम शाखा
इण्डियन ओवरसीज बैंक
7 स्टेशन रोड, विरंगाम
अहमदाबाद जिला-382150
गुजरात

93. सोला शाखा
इण्डियन ओवरसीज बैंक
13 सर्वानिवा को-आप. हाउसिंग सोसाइटी लि.,
तोला गांव दसकाइ तालुक,
अहमदाबाद जिला-382481
गुजरात
मुम्बई (महा) अंक

94. बान्द्रा पश्चिम शाखा
इण्डियन ओवरसीज बैंक
राधास्वामी अपार्टमेंट्स
पो.बा. 273, टी पी एस 3
36वां रोड, बान्द्रा पश्चिम मुम्बई-400050
महाराष्ट्र

95. बोरीवली पश्चिम शाखा
इण्डियन ओवरसीज बैंक
राजेश अपार्टमेंट्स
चंदावरकर रोड,
बोरीवली (पश्चिम)
मुम्बई-400092,
महाराष्ट्र

96. बीच कैण्टी शाखा
इण्डियन ओवरसीज बैंक
मजदा मेंशन, 65/67 मूलाभाई देसाई रोड,
बीच कैण्टी गुम्बई-400026,
महाराष्ट्र

97. चकाला शाखा
इण्डियन ओवरसीज बैंक
ओमेक्स कॉर्नर, पी.एल. 1
सहार रोड, चकाला,
प्रधरी (पूर्व) मुम्बई-400099
महाराष्ट्र

98. छेड़ानगर शाखा
इण्डियन ओवरसीज बैंक
श्री सुद्रमण्य समाज मंदिर काम्पलेक्स
(अनेक्स) छेड़ानगर, चैम्बूर
मुम्बई-400089,
महाराष्ट्र

99. चैम्बूर शाखा
इण्डियन ओवरसीज बैंक
3 अनेक्स नटराज सिनेमा,
1 रोड, चैम्बूर, मुम्बई-400071
महाराष्ट्र

100. फोर्ट, मुम्बई शाखा,
इण्डियन ओवरसीज बैंक,
2/10 एलफिस्टन बिल्डिंग,
बीर नरीमन रोड, होर्निमन सर्कल
फोर्ट, मुम्बई 400 023, महाराष्ट्र

101. गरोड़िया नगर शाखा
इण्डियन ओवरसीज बैंक
प्लॉट नं. 167 90 फीट रोड
गरोड़िया नगर, घाटकोपर (पश्चिम)
मुम्बई 400 077, महाराष्ट्र

102. घाटकोपर शाखा
इण्डियन ओवरसीज बैंक
गुलबाला बिल्डिंग
1 जवाहर रोड घाटकोपर (पूर्व)
मुम्बई 400 077, महाराष्ट्र

103. इंडस्ट्रियल फाइनान्स शाखा
इण्डियन ओवरसीज बैंक
मार्बल बिल्डिंग (अनेक्स)
सूरज बल्लभदास मार्य, बलाड एस्टेट
मुम्बई 400 038, महाराष्ट्र

104. इस्कोन शाखा
इण्डियन ओवरसीज बैंक
हरे कृष्ण मार्य, जूह
मुम्बई 400 049, महाराष्ट्र

105. जोगेश्वरी शाखा
इण्डियन ओवरसीज बैंक
प्लॉट सं. 10, जोगेश्वरी हाउसिंग
सोसाइटी, हिंदू प्रेंडेस सोसाइटी
स्कीम, जोगेश्वरी (पूर्व)
मुम्बई 400 060, महाराष्ट्र

106. कालबादेवी रोड
इण्डियन ओवरसीज़ बैंक
मूलजी जेहा बिलिंग, दूसरी मंजिल
99 विट्ठलवाडी, एम.जे.मार्किट के
पास, मुंबई 400 002, महाराष्ट्र

107. कांदिवली शाखा
इण्डियन ओवरसीज़ बैंक
ए. 5 व 6 सराफ चौधरी नगर
ठाकुर काम्प्लेक्स, कांदिवली (पूर्व)
मुंबई 400 101, महाराष्ट्र

108. माहिम शाखा
इण्डियन ओवरसीज़ बैंक
साधना, 378 लेडी जमशेदजी मार्ग
माहिम, मुंबई 400 016, महाराष्ट्र

109. मालाड (पश्चिम) शाखा
इण्डियन ओवरसीज़ बैंक
सिल्वर क्राफ्ट, 66 मार्वे रोड
मलाड (पश्चिम)
मुंबई 400 064, महाराष्ट्र

110. माण्डवी शाखा
इण्डियन ओवरसीज़ बैंक
111/115, काजी सेयद स्ट्रीट
गुलाबी हाउस, माण्डवी
मुंबई 400 003, महाराष्ट्र

111. माटुंगा शाखा
इण्डियन ओवरसीज़ बैंक
कपोल निवास,
590, आ. अम्बेडकर रोड
माटुंगा, मुंबई 400 019
महाराष्ट्र

112. नंद ज्योत इंडिस्ट्रियल एस्टेट शाखा
इण्डियन ओवरसीज़ बैंक
1 ए, नंद ज्योत इंडस्ट्रियल एस्टेट
अंधेरी कुर्ला रोड, मुंबई 400 072
महाराष्ट्र

113. नरीमन प्लाइट शाखा
इण्डियन ओवरसीज़ बैंक
बखावर, नरीमन प्लाइट
मुंबई 400 021, महाराष्ट्र

114. न्यू मरीन लाइन्स शाखा
इण्डियन ओवरसीज़ बैंक
मेकर भवन नं. 2, प्रथम मंजिल
न्यू मरीन लाइन्स
मुंबई 400 020, महाराष्ट्र

115. ओपेरा हाउस शाखा
इण्डियन ओवरसीज़ बैंक
393 दादा साहेब भडकमकर मार्ग
नाज सिनेमा कंपाउंड, ओपेरा हाउस
मुंबई 400 004, महाराष्ट्र

116. पाली हिल शाखा
इण्डियन ओवरसीज़ शाखा बैंक
फ्लैट नं. 5, किरण टावर्स
नगिंसदत्त रोड, पाली हिल
बान्द्रा (प.) मुंबई-400 050
महाराष्ट्र

117. पढाई लेख शाखा,
इण्डियन ओवरसीज़ बैंक,
इंडियन कार्क मिल्स कंपाउंड,
साकी विहार रोड,
एरिस्टोक्रेट लगेज कार्यालय के सामने,
मुंबई 400072, महाराष्ट्र

118. सांताकुज शाखा,
इण्डियन ओवरसीज़ बैंक,
हरिहरा 26 ए स्वामी विवेकानंद,
रोड, सांताकुज, मुंबई 400054.
महाराष्ट्र

119. तेलांग रोड शाखा,
इण्डियन ओवरसीज़ बैंक,
न्यू महाबीर बिलिंग,
396, तेलांग रोड, माटुंगा,
मुंबई 400019
महाराष्ट्र

120. बी. बी. मार्ग शाखा,
इण्डियन ओवरसीज़ बैंक,
130 माटुंगा
बी. बी. मार्ग, घाटकोपर (पूर्व),
मुंबई 400077, महाराष्ट्र

121. विलेपाले (पूर्व) शाखा
इण्डियन ओवरसीज़ बैंक,
श्यामकमल "सी"प्रथम तल,
बी. एन. अग्रवाल मार्केट, तेजपाल रोड,
विलेपाले (पूर्व) मुंबई 400057,
महाराष्ट्र

122. वर्ली शाखा,
इण्डियन ओवरसीज़ बैंक,
काकड चेम्बसर्स,
132, डॉ. एनी वेसंट रोड,
वर्ली, मुंबई 400018,
महाराष्ट्र

123. विदेशी विनियम विभाग, मुंबई,
इण्डियन ओवरसीज बैंक,
2 मेकर भवन 11, प्रथम तल
न्यू मरीन लाइन्स; मुंबई 400020,
महाराष्ट्र।

1. कार्पोरेशन बैंक,
नवाब साहेब की घृणी,
तिपोलिया बाजार,
जयपुर-302002,
राजस्थान।
2. कार्पोरेशन बैंक,
235/4, बाम्बोबाली कोठी,
सीटी पावर हाऊस के सामने,
जयपुर रोड;
श्रीमेर-305 001,
राजस्थान।
3. कार्पोरेशन बैंक,
वसंत विहार शाखा,
डी-50, वसंत लोक, वसंत विहार,
नई दिल्ली-110057
4. कार्पोरेशन बैंक,
उदयपुर शाखा,
16-17-18, टाउन हाउस, लिंक रोड;
उदयपुर,
राजस्थान-313001

यूनियन बैंक ऑफ इंडिया

1. यूनियन बैंक ऑफ इंडिया,
नामकुम शाखा,
सैनिक अस्पताल कैम्पस,
नामकुम,
रांची-834010 (बिहार)
2. यूनियन बैंक ऑफ इंडिया,
बी.एस.एम.डी.सी. शुग्गा,
(मेपाल हाऊस के पीछे)
रांची-2 (बिहार)
3. यूनियन बैंक ऑफ इंडिया,
डी.जी.एम.एस., हीरापुर शाखा,
पो. हीरापुर,
जिला-धनबाद-826001

बैंक ऑफ बड़ौदा
पश्चिमी उ.प्र. अंचल

राजभाषा नियम 10(4) के अन्तर्गत अधिसूचित करने हेतु
शाखाओं की सूची

1. बैंक ऑफ बड़ौदा,
अमरोहा 63218,
अमरोहा-244 221 जिला-मुरादाबाद
2. बैंक ऑफ बड़ौदा,
बल्लपुर चौक, देहरादून 753936
29, बल्लपुर चौक, देहरादून-248 001।
3. बैंक ऑफ बड़ौदा,
बेगम बिज, मेरठ-543304
डा. भोपाल सिंह मार्केट,
बेगम बिज, मेरठ-250001।
4. बैंक ऑफ बड़ौदा,
बिज कॉम्पलैक्स, मुरादाबाद, 318547
अमरोहा गेट, मुरादाबाद-244001।
5. बैंक ऑफ बड़ौदा,
चंदौसी, -51139,
बैंक रोड, जिला मुरादाबाद,
6. बैंक ऑफ बड़ौदा,
डिप्टीगंज, बुलन्दशहर-51344,
द्वारका भवन, सिविल लाइन,
बुलन्दशहर-203001
7. बैंक ऑफ बड़ौदा,
जी.टी.रोड, गाजियाबाद-711397,
4 किरन एनसेक, जी.टी.रोड,
गाजियाबाद-201001
8. बैंक ऑफ बड़ौदा,
एन.बी.धर्मशाला, हरिद्वार 426041
अपर रोड, हरिद्वार-249401।
9. बैंक ऑफ बड़ौदा,
पक्का बाग, हापुड, 313651
दिल्ली-गढ़ रोड, हापुड,
जिला-गाजियाबाद-245101।
10. बैंक ऑफ बड़ौदा,
शास्त्रीनगर शाखा,
डी-20, शास्त्रीनगर
मेरठ।
11. बैंक ऑफ बड़ौदा,
के.सी.एम० स्कूल शाखा,
सिविल लाइन,
मुरादाबाद।
12. बैंक ऑफ बड़ौदा,
कौशम्बी शाखा,
जिला गाजियाबाद।
13. बैंक ऑफ बड़ौदा,
रुड़की रोड, मुजफ्फरनगर-409372
रुड़की रोड, निकट कुलेश्वा बस स्टेंड,
मुजफ्फरनगर-251001
14. बैंक ऑफ बड़ौदा,
सम्भल-244302
जिला मुरादाबाद। 25253

15.	बैंक ऑफ बड़ौदा, शेरोवाली कोठी, विजनौर, शेरोवाली कोठी-246701, बैंक ऑफ बड़ौदा	62639,	28.	बैंक ऑफ बड़ौदा, मोती बाजार, हाथरस बोहरे दीनानाथ मार्केट मोती बाजार, हाथरस-204101 जिला असीगढ़।	33830
16.	आंवला- शहुकारा आंवला जिला बरेली-243301	32046	29.	बैंक ऑफ बड़ौदा, पंजाबी मार्केट बरेली पंजाबी मार्केट, बरेली-243001	571905
17.	बैंक ऑफ बड़ौदा, बाजार बरेली- निकट जगत सिनेमा, बड़ा बाजार, बरेली-243003	470646,	30.	बैंक ऑफ बड़ौदा, राजेन्द्र नगर, बरेली राजेन्द्र नगर, प/5 पहली मंजिल, किप्स सुपर मार्केट बरेली-243122	443716
18.	बैंक ऑफ बड़ौदा, बिहारीपुर, बरेली- बिहारीपुर, छैल बिहारी, कपूर मार्ग, बरेली-243003	470741	31.	बैंक ऑफ बड़ौदा, सेमी खेड़ा, सेमी खेड़ा, पोस्ट ऑफिस, वेवरामा, जिला बरेली-243203	633
19.	बैंक ऑफ बड़ौदा भोजीपुरा- भोजीपुरा-242202 जिला-बरेली	822232	32.	बैंक ऑफ बड़ौदा, स्टेशन रोड बरेली- स्टेशन रोड, बरेली-243001।	571513
20.	बैंक ऑफ बड़ौदा, बिनावर, बिनावर-243634 जिला-बदायूँ।		33.	बैंक ऑफ बड़ौदा, उज्जानी- उज्जानी-243639 जिला-बदायूँ।	62022
21.	बैंक ऑफ बड़ौदा, बाराचिरा, गाँव, पोस्ट बाराचिरा-243601, जिला-बदायूँ।		34.	बैंक ऑफ बड़ौदा, भावल खेड़ा भौहम्मदी रोड, भावल-खेड़ा-242001 जिला-शाहजहांपुर।	23805
22.	बैंक ऑफ बड़ौदा, सिविल कोर्ट रोड आगरा रघुनाथ नगर, महात्मा गांधी रोड आगरा-282002।	357167	35.	बैंक ऑफ बड़ौदा, चौरसिया 221, चौरसिया-242221 जिला-शाहजहांपुर।	332
23.	बैंक ऑफ बड़ौदा, गल्लामंडी, पीली कोठी के पास झामगंज, बरेली-243005।	570228,	36.	बैंक ऑफ बड़ौदा, छोटा चौराहा स्टेशन रोड विसलपुर-262201 जिला-पीलीभीत।	21235
24.	बैंक ऑफ बड़ौदा, जी. टी. रोड, प्रलीगढ़ 13/1, जी. टी. रोड, प्रलीगढ़-202001।	421206	37.	बैंक ऑफ बड़ौदा, छोटा चौक चौक शाहजहांपुर-242001।	22354
25.	बैंक ऑफ बड़ौदा, हलबाई चौक, बदायूँ, हलबाई चौक, बदायूँ-243601।	24326	38.	बैंक ऑफ बड़ौदा, पीलीभीत रोड, पूरनपुर जिला-पीलीभीत-262122।	62014
26.	बैंक ऑफ बड़ौदा, खेड़ा नवादा, श्याम नगर, खेड़ा नवादा, जिला-बदायूँ-243601।	24035,	39.	बैंक ऑफ बड़ौदा, रोजा मण्डी रोजा-242406, जिला- शाहजहांपुर	22347
27.	बैंक ऑफ बड़ौदा, गुजारिया मुजारिया- चौराहा, सगराई, मुजारिया-243638 जिला-बदायूँ।	522225	40.	बैंक ऑफ बड़ौदा स्टेशन रीड, तिलहर तिलहर 244 221 जिला शाहजहांपुर	42410

41.	बैंक ऑफ बड़ौदा स्टेशन रोड, पीलीभीत स्टेशन रोड, पीलीभीत-262 001	42827	52.	बैंक ऑफ बड़ौदा जनरल गंज शाखा, जनरलगंज, कानपुर-208 001
42.	बैंक ऑफ बड़ौदा बजाजा लाइन, रामनगर बजाजा लाइन, रामनगर - 244 715 जिला नैनीताल	85442	53.	बैंक ऑफ बड़ौदा कौशलपुरी शाखा प्रीतम सिंह मार्किट, कौशलपुरी (गुमटी नं. 5) कानपुर-208012
43.	बैंक ऑफ बड़ौदा बाजपुर हल्दानी रोड, बाजपुर-262 401 जिला उधम सिंह नगर	88049	54.	बैंक ऑफ बड़ौदा सर्वोदयनगर शाखा 117/49-ए, सर्वोदय नगर, कानपुर-208 005
44.	बैंक ऑफ बड़ौदा भगत सिंह चौक, रुद्रपुर नेताजी सुभाष चन्द्र मार्ग रुद्रपुर-263 153	83573	55.	बैंक ऑफ बड़ौदा सैववाड़ा शाखा, 90, सैदवाड़ा 206 001 जिला-इटावा
45.	बैंक ऑफ बड़ौदा रतन सिनेमा रोड, काशीपुर जिला उधम सिंह नगर-244 713	74328 3432	56.	बैंक ऑफ बड़ौदा सेठगाली शाखा सेठगाली जिला-फूसाबाद पिन-209625
46.	बैंक ऑफ बड़ौदा शारदा मार्किट नैनीताल रोड हल्दानी 263 139	50071	57.	बैंक ऑफ बड़ौदा बाँगरमऊ शाखा-241501 जिला उन्नाव
47.	बैंक ऑफ बड़ौदा टनकपुर टनकपुर-262 309 जिला-चम्पाष्ठी	59016	58.	बैंक ऑफ बड़ौदा कन्नौज शाखा, कन्नौज-209 725
	बैंक ऑफ बड़ौदा पूर्वी उत्तर प्रदेश एवं पश्चिमी उत्तर प्रदेश घंघल		59.	बैंक ऑफ बड़ौदा कासगंज शाखा, लक्ष्मीगंज, कासगंज-207 123 जिला-एटा
48.	बैंक ऑफ बड़ौदा रथ याक्का शाखा गिरजाघर चौमुहा नी वाराणसी		60.	बैंक ऑफ बड़ौदा शाहगंज शाखा, शाहगंज, उन्नाव-209 801
49.	बैंक ऑफ बड़ौदा गैतम बुद्ध मार्ग शाखा 42, गैतम बुद्ध मार्ग, लखनऊ-226 001			बैंक ऑफ बड़ौदा उत्तरी आंचल नयी दिल्ली शाखा का नाम तथा पूरा पता
50.	बैंक ऑफ बड़ौदा ठाकुर गंज शाखा (कुमार कोल्ड स्टोरेज विलिंग) हरखोई रोड, ठाकुरगंज, लखनऊ			बैंक ऑफ बड़ौदा 6-डिफेंस एन्कलेव, विकास मार्ग, दिल्ली-110 092
51.	बैंक ऑफ बड़ौदा पी.ए.एस. ग्राउंड के सामने सीतापुर-261 001			

62. बैंक ऑफ बड़ौदा
4864-66 फूटा रोड, बाराहूटी चौक,
सदर बाजार, दिल्ली-110006

63. बैंक ऑफ बड़ौदा
पदम सिंह रोड, करोल बाग,
नई दिल्ली-110005

64. बैंक ऑफ बड़ौदा
पहली मण्डिल सूरजमल मार्किट,
राजापुर सेक्टर-9, रोहिणी
दिल्ली-110085

65. बैंक ऑफ बड़ौदा,
900-पी, सेक्टर 8 पंचकुला-134109
(हरियाणा)

66. बैंक ऑफ बड़ौदा
16/6, मधुग रोड,
फरीदाबाद (हरियाणा)-121002

67. बैंक ऑफ बड़ौदा
चार बत्ती चौक,
मुल्तानपुर रोड, कपूरथला
(पंजाब)

68. बैंक ऑफ बड़ौदा
एन.आर.आई. शाखा
बैंक ऑफ बड़ौदा भवन (पश्चिम मण्डिल).
16, संसद मार्ग, नई दिल्ली-110001

69. बैंक ऑफ बड़ौदा
आर्सिस वसूली प्रबन्धन शाखा

70. बैंक ऑफ बड़ौदा
सफदरजंग हाँस्पिटल शाखा,
नई दिल्ली-110029

71. बैंक ऑफ बड़ौदा
मी.जी.ओ. काम्प्लेक्स,
एन.आई.टी. नेशनल हाई वे-4
फरीदाबाद-121001 (हरियाणा)

72. बैंक ऑफ बड़ौदा
लघु उद्योग शाखा
9, नई अनाज मण्डी
शाहबाद मारकण्डा-132135
जिला कुरक्षेत्र (हरियाणा)

73. बैंक ऑफ बड़ौदा
लघु उद्योग शाखा,
दहिया मार्केट,
एस.एस.आई.जी.सी. पर्क के पास
जी.टी. रोड, कुण्डली-131028
जिला सोनीपत (हरियाणा)

74. बैंक ऑफ बड़ौदा
विशेषीकृत लघुउद्योग शाखा,
एस.सी.ओ.-20, हुडा काम्प्लेक्स
सेक्टर-25, द्रांसपोर्ट नगर
इडस्ट्रियल एरिया,
पानीपत-132103 (हरियाणा)

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 15th November, 1999

S.O. 3478.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use of official purposes of the Union) Rules, 1976 the Central Government, hereby, notifies the listed offices/branches of the following banks in the attached annexure, more than 80% of the staff whereof have acquired the working knowledge of Hindi :--

S.No.	Name of the Banks	Number of Offices/Branches
1.	Indian Overseas Bank	123
2.	Corporation Bank	04
3.	Union Bank of India	03
4.	Bank of Baroda	74
	Total	204

[F.No. 11016/4/99-Hindi]
RAMESH BABU ANIYERY, Dy. Director (O.L.)

ANNEXURE

LIST OF OFFICES TO BE NOTIFIED UNDER
O. L. RULE 10(4)

1. Indian Overseas Bank
Regional Office (Metro),
'White House',
119, Park Street,
1st Floor,
Calcutta-700 016
West Bengal
2. Indian Overseas Bank
Regional Office,
550/1, College Road,
Fountain Chowk, Civil Lines,
Ludhiana, Punjab-141 001.
3. Indian Overseas Bank
Regional Office,
Chandra Niwas,
D-23/A, Prithviraj Road,
'C' Scheme, Jaipur-302 005,
Rajasthan.
4. Indian Overseas Bank
Regional Office,
85-P, Market Road Extension,
Thanjavur-913 001,
Tamilnadu.
5. Indian Overseas Bank
Regional Office,
VI Floor, 'C' Wing,
Manubhai Tower,
Sayajgung P.O.
Baroda-390 005
Gujarat
6. Indian Overseas Bank
Regional Office,
IOB Buildings,
M. G. Road,
Thiruvananthapuram-695 001
Kerala
7. Indian Overseas Bank
Regional Office (Metro).
Marker Tower "E",
V Floor, Cuffee Parade,
Mumbai-400 005
Maharashtra

COIMBATORE REGION

8. Chinnathadagam Branch
Indian Overseas Bank
Selvam Complex,
1/254, Main Road,
(Near Bus Stand).
Chinnathadagam, Coimbatore Distt.
641 108, Tamilnadu
9. Thondamuthur Branch
Indian Overseas Bank
8/40, Madampatti Road,
Thondamuthur,
Coimbatore Distt.-641 109,
Tamilnadu

MUMBAI (Non-Metro)

10. Padhegaon Branch
Indian Overseas Bank
Padhegaon, Taluka Shrirampur,
Ahmednagar District,
Ahmednagar-413 721,
Maharashtra.
11. Pohegaon Branch
Indian Overseas Bank
Himgiri, Pohegaon,
Kopargaon Taluka,
Ahmednagar-423 605,
Maharashtra.
12. Talegaon Branch
Indian Overseas Bank,
Talegaon (Dighe),
Sangamner Taluk,
Ahmedanagar District-422 611,
Maharashtra.

MEERUT REGION :

13. Majhola Branch,
Indian Overseas Bank
2/415, Avas Vikas Colony,
Budhi Vihar, Kushalpur Road,
Majhola, Moradabad-244 001,
Uttar Pradesh.
14. Railway Road-Roorkee Branch,
Indian Overseas Bank,
Opp. B.S.M. College,
Roorkee-247 667,
Uttar Pradesh.

LUCKNOW REGION :

15. Faizabad Branch,
Indian Overseas Bank,
Alka Towers, Neyawan Road,
Rakabganj, Faizabad-224 001,
Uttar Pradesh.
16. Fatehabad Road Branch,
Indian Overseas Bank,
18A/8D1, Laxmi Comm'l. Complex,
Opp. Howard Park,
Plaza, Fatehabad, Agra-282 002,
Uttar Pradesh.
17. Gomti Nagar Branch,
Indian Overseas Bank,
1/64, Vivek Khand,
Gomti Nagar,
Lucknow-226 010,
Uttar Pradesh.
18. Moti Nagar Branch,
Indian Overseas Bank,
Maharaja Agra Sen Vidyalaya,
Moti Nagar,
Lucknow-226 001,
Uttar Pradesh.

NEW DELHI REGION

19. Industrial Finance Branch, Delhi
Indian Overseas Bank,
101-102, Rohit House,
3, Tolstoy Marg,
New Delhi-110 001.

20. Preet Vihar Branch (Patpar Ganj),
Indian Overseas Bank,
6, Local Shopping Centre,
Preet Vihar (Patpar Ganj),
New Delhi-110 092.

LUDHIANA REGION

21. Adampur Doaba Branch,
Indian Overseas Bank
Punjab Khadi Mandal Building,
Adampur Doabha,
Jalandhar Distt.-144 102,
Punjab.

22. A.G.S. Bazaar Branch,
Indian Overseas Bank,
Akalgarh Gurusar Sudhar,
P.O. Khalsa College Sudhar,
Ludhiana Distt.-141 104,
Punjab.

23. Green Avenue-Amritsar Branch,
Indian Overseas Bank,
10/B, Shopping Centre,
Main Market, Green Avenue,
Amritsar-143 001.
Punjab

24. Amritsar Branch,
Indian Overseas Bank,
Congress Bhawan Building,
Gandhi Bazaar,
Amritsar-143 001,
Punjab

25. Arya College-Ludhiana Branch,
Indian Overseas Bank,
Civil Lines,
Ludhiana-141 001.
Punjab

26. Baddowal Branch,
Indian Overseas Bank,
Main Road, Baddowal,
Ludhiana Distt.-142 021,
Punjab.

27. Barnala Branch,
Indian Overseas Bank,
Gokul Market, Barnala,
Sanerur Distt.-148 101,
Punjab.

28. Bhatinda Branch
Indian Overseas Bank,
4325, Katia Building,
Kiker Bazaar, Bhatinda-151 001,
Punjab

29. Chakohi Branch,
Indian Overseas Bank,
Chakohi Village,
Ludhiana Distt.-141 401,
Punjab.

30. Doaba College Branch.
Indian Overseas Bank,
Tanda Road,
Jalandhar-144 004,
Punjab.

31. Ferozpur Branch,
Indian Overseas Bank,
C/S-1/156, Main Bazar,
(Inside Delhi Gate),
Ferozpur City-152 002,
Punjab.

32. Gujjarwal Branch,
Indian Overseas Bank,
Main Bazaar, Guijawar,
Ludhiana Distt.-141 202,
Punjab.

33. Hoshiarpur Branch,
Indian Overseas Bank,
Madan Building,
Phagwara Road,
Hoshiarpur-146 001,
Punjab.

34. Jagraon Branch,
Indian Overseas Bank,
Lajpatrai Road,
Jagraon,
Ludhiana Distt.-142 026,
Punjab.

35. Jalandhar Cantonment Branch,
Indian Overseas Bank,
Hardval Road,
Jalandhar Cantonment-144 005,
Punjab.

36. Jalandhar City Branch,
Indian Overseas Bank,
'Lally Nivas' G.T. Road,
Jalandhar City-144 001.
Punjab.

37. Ludhiana-Brown Road Branch,
Indian Overseas Bank,
C.M.C. Ross Hostel Building,
Brown Road,
Ludhiana-141 001,
Punjab.

38. Industrial area : Ludhiana Branch,
Indian Overseas Bank,
G.T. Road Bypass Road,
EAR Transport Nazar, Industrial Area,
Ludhiana-141 003 Punjab.

39. Ludhiana Branch,
Indian Overseas Bank,
Sainik Rest House,
Kacheri Road,
Ludhiana-141 001, Punjab.

40. Mansa Branch,
Indian Overseas Bank,
Gaushala Road, Mansa,
Bhatinda Distt.-151 505, Punjab.

41. Moga Branch,
Indian Overseas Bank,
Indira Palace, Railway Road,
Moga, Faridkot Dist-142 001, Punjab.

42. Mohanpur Branch,
Indian Overseas Bank,
Vill & Post Mohanpur,
Tehsil Samrala,
Ludhiana Distt.-141 401, Punjab.

43. Mullanpur Dhaka Mandi Branch,
Indian Overseas Bank,
Mullanpur Dhaka Mandi
Ludhiana Dist.-131 101, Punjab.

44. Nangal Township Branch,
Indian Overseas Bank,
145, Railway Road,
Nangal Township,
Roop Nagar Dist.-140 124, Punjab.

45. Pattarkalan Branch,
Indian Overseas Bank,
Pattarkalan,
Jalandhar Dist.-144 806, Punjab.

46. Phagwara Branch,
Indian Overseas Bank,
G.T. Road Opp. Bus Stand,
Phagwara,
Kapurthala Dist.-144 401, Punjab.

47. Pakhowal Road, Ludhiana Branch,
Indian Overseas Bank,
754 Sargodha Colony,
Pakhowal Road,
Ludhiana-141 002, Punjab.

48. Rajpura Branch,
Indnan Overseas Bank,
Plot No. 280 to 289,
Patiala Rajpura Road,
Patiala Dist.-140 401, Punjab.

49. S A S Nagar Branch,
Indian Overseas Bank,
SCO 23 Phase-I,
S A S Nagar,
Mohali-160 051, Punjab.

50. Shahkot Branch,
Indian Overseas Bank,
Vishkarma Market, Mandi Road,
Village & Post Shahkot,
Jalandhar Dist.-144 702 Punjab.

51. Siahar Branch,
Indian Overseas Bank,
Near Bus Stand,
Siahar,
Ludhiana Dist.-141 117, Punjab.

52. Suranussi Branch,
Indian Overseas Bank,
G.T. Road, Suranussi,
Jalandhar Dist-144 001, Punjab.

53. Threke Branch,
Indian Overseas Bank,
Threke Village, Baddowal Post,
Ludhiana Dist.-142 021, Punjab.

54. Katanikalan Branch,
Indian Overseas Bank,
Chandigarh Road,
Vill., Katanikalan Post,
Ludhiana Dist.-141 113, Punjab.

LIST OF BRANCHES TO BE NOTIFIED UNDER O.L.
RULE 10(4)

THIRUVANANTHAPURAM REGION

55. Edava Branch
Indian Overseas Bank
Shamshad Building
Edava
Thiruvananthapuram District
695 311, Kerala

56. Keezhattingal Branch
Indian Overseas Bank
N. P. Building
Keezhattingal P.O.
Thiruvananthapuram,
Kerala 695 101

LIST OF BRANCHES TO BE NOTIFIED UNDER O.L.
RULE 10(4)

THANJAVUR REGION

57. Thanjavur Region
Budalur Branch
Indian Overseas Bank
Main Road, Budalur
Budalur Post
Thanjavur Dist., 613602
Tamilnadu

58. Ganapathy Agraharam Branch
Indian Overseas Bank
6-42, North Street
Ganapathy Agraharam
Thanjavur Dist., 614 202
Tamilnadu

59. Kamaraj Road—Kumbakonam Branch
Indian Overseas Bank
Bishop House Complex
93, Kamaraj Road, Kumbakonam
Thanjavur Dist., 612 001
Tamilnadu

60. Kallaperambur Branch
Indian Overseas Bank
6A & 7A, North Street
Kallaperambur, Thanjavur Dist.,
613 601, Tamilnadu

LIST OF BRANCHES TO BE NOTIFIED UNDER O.L.
RULE 10(4)

61. Jaipur Region
Fatehpur Branch
Indian Overseas Bank
17, Parihar Shopping Centre
Sikariya Chauraha, Fatehpur
Shehwati, Sikar Dt.,
332 301, Rajasthan

62. Ratlam Branch
Indian Overseas Bank
114, Deepak Talkies Compound
Power House Road
Sallana Bus Stand, Ratlam
457 001 Madhya Pradesh

LIST OF BRANCHES TO BE NOTIFIED UNDER O.L.
RULE 10(4)

CHANDIGARH REGION

63. Jammu Branch
Indian Overseas Bank
37-A, B/B, Gandhi Nagar
Extension Railway Road
Jammu

64. Gurgaon Branch
Indian Overseas Bank
DM-15, Dakshin Marg
DLF, Qutub Enclave Phase-II
Gurgaon, Haryana
122 001

65. **Karsal Branch**
Indian Overseas Bank
Karan Gate, Karhal
132 001, Haryana

66. **Panchkula Branch**
Indian Overseas Bank
SCF-50, Sector 9
Panchkula 134 109
Haryana

67. **Panipat Branch**
Indian Overseas Bank
SCF-36, Sector 11-12
Part-1, Panipat
132 103, Haryana

68. **Sector 32 Chandigarh Branch**
Indian Overseas Bank
SCO 369 Sector 32
Chandigarh 160 047

69. **Sirsa Branch**
Indian Overseas Bank
2/47, Sadar Bazar
Sirsa, Sirsa District
125 055 Haryana

**LIST OF BRANCHES TO BE NOTIFIED UNDER O.L.
RULE 10(4)**

70. **Baroda Region**
Nadiad Branch
Indian Overseas Bank
Station Road
(Opp. Sardar Patel Statue)
Nadiad, Kheda Dt.
387 001, Gujarat

71. **Valsad Branch**
Indian Overseas Bank
Aditya Chambers, I Floor
Opp. Kalyan Bang Station Road
At P.O. Valsad, Valsad Dist.
396 001 Gujarat

72. **Zampa Bazaar Branch, Surat**
Indian Overseas Bank
4-3366, Salabatpora Main Road
Zampa Bazar, Surat
395 003, Gujarat

73. **Khambhat Branch (Cambay)**
Indian Overseas Bank
Gawara Bazaar, Near Sardar Tower
Khambhat, Ananda District 388 620
Gujarat

**LIST OF BRANCHES TO BE NOTIFIED UNDER O.L.
RULE 10(4)**

AHMEDABAD REGION

74. **Kalupur Circle, Ahmedabad Branch**
Indian Overseas Bank
Municipal Corporation Building
Kalupur Circle, Railwaysypura
Ahmedabad 380 002
Gujarat

75. **Naranpura Branch**
Indian Overseas Bank
B. D. Patel House
Opp. Ketan Society Madusudan
Oza Road, Naranpura
380 014, Gujarat

76. **Sarangpur Chakla Branch**
Indian Overseas Bank
Panditji's Pole
Sarangpur, Ahmedabad
380 001, Gujarat

77. **Satellite Branch**
Indian Overseas Bank
Akash Blg., Ground Floor
Judges Bungalow Road
Near Prem Chand Nagar
Bus Stop, Satellite
Ahmedabad 380 054
Gujarat

78. **Stadium Road Branch**
Indian Overseas Bank
Lukh Villa 3 Shreyas Col
Stadium Marg, Narangpura
Ahmedabad 380 009
Gujarat

79. **Anandpar Branch**
Indian Overseas Bank
Shree Hatkeshkripa
Anandpar, Bedipara Sub P. O. Nawagam
Rajkot Dist. 360 003
Gujarat

80. **Dhoraji Branch**
Indian Overseas Bank
No. 53, Bhagwat Rang Bhoomi
Stn. Road, Azad Chowk,
Dhoraji, Rajkot Dist. 360 410
Gujarat

81. **Gandhidham Branch**
Indian Overseas Bank
Plot 91 & 100 Shree Gandhidham Co-op.
Housing Society Ltd., Sector 4105-209
Gandhidham
370 201, Gujarat

82. **Hansol Branch**
Indian Overseas Bank
165, Sardar Nagar, Sindi Colony
Hansol P.O., Ahmedabad 382 475
Gujarat

83. **Jetpur Branch**
Indian Overseas Bank
Kuberbhuvan, Phulwadi
Lodhi Road, Jetpur
Raikot Dist. 360 370
Gujarat

84. **Kasturi Nagar Branch**
Indian Overseas Bank
IFFCO Township, Kasturi Nagar
Gandhi Nagar Dist. 382 423
Gujarat

85. **Gandhi Nagar-Gujarat Branch**
Indian Overseas Bank
Sector 16, Near Shalimar Theatre
Gandhinagar 382 016
Gujarat

86. **Kuha Branch**
Indian Overseas Bank
I Floor, Ramji Mandir Premises
Kuha, Daskrol Taluk
Ahmedabad Dist. 382 433
Gujarat

87. **Morvi Branch**
Indian Overseas Bank
Bhatia Mahajan Wadi
9/2/42 Sardar Road
Morvi, Rajkot Dist.,
363 641, Gujarat

88. **Porbander Branch**
Khadi Bhavan (Annexe)
Indian Overseas Bank
Bhavsinghji Park Road, Porbandar
Junagadh Dist. 360 575, Gujarat

89. Rajkot Branch
Indian Overseas Bank
Parekh Chambers, Dherbhai Road
Rajkot 360 001, Gujarat

90. M.V.M. College Branch
Indian Overseas Bank
Kashihari (Opp. I.I.C. Bldg.)
Kalavaq Road
Rajkot 360 002 Gujarat

91. Ramol Branch
Indian Overseas Bank
Farid House
Janta Nagar Bus Stop (Near)
Ramol, Janta Nagar 382449
Gujarat

92. Viramgam Branch
Indian Overseas Bank
7, Station Road, Viramgam
Ahmedabad Dist. 382 150
Gujarat

93. Sola Branch
Indian Overseas Bank
13, Sarvananda Co-op. Housing
Society Ltd., Sola Village
Daskrol TK, Ahmedabad Dist.
382 481 Gujarat

94. Bandra West Branch
Indian Overseas Bank
Radhaswamy Apartments
P.B. 273, T.P.E. III
36th Road, Bandra West
Mumbai 400050, Maharashtra.

95. Borivali West Branch
Indian Overseas Bank
Rajesh Apartments
Chandrawarkar Road, Borivali (West)
Mumbai 400092, Maharashtra.

96. Breach Candy Branch
Indian Overseas Bank
Mazda Mansion, 65/67 Bhulabhai Desai
Road, Branch Candy,
Mumbai 400026 Maharashtra.

97. Chakala Branch
Indian Overseas Bank
Omax Corner, P.L.I.
Sahar Road, Chakala, Andheri (East)
Mumbai 400099, Maharashtra.

98. Chedda Nagar Branch
Indian Overseas Bank
Sri Subramanya Temple Complex Annex
Chedda Nagar, Chembur
Mumbai 400089, Maharashtra.

99. Chembur Branch
Indian Overseas Bank
3, Annexe Nataraj Cinema Road
Chembur, Mumbai 400071, Maharashtra.

100. Fort, Mumbai Branch
Indian Overseas Bank
2/10, Elphinstone Building
Veer Nariman Road, Horniman Circle
Fort, Mumbai 400023, Maharashtra.

101. Garodia Nagar Branch
Indian Overseas Bank
Plot No. 167, 90 Feet Road
Garodia Nagar, Ghatkopar
Mumbai 400077, Maharashtra.

102. Ghatkopar Branch
Indian Overseas Bank
Gulwala Building
1, Jawhar Road, Ghatkopar (East)
Mumbai 400077, Maharashtra.

103. Industrial Finance Branch
Indian Overseas Bank
Marshal Building (Annex)
Shoorji Vallabh Das Marg, Ballard Estate
Mumbai 400038, Maharashtra.

104. Iskbon Branch
Indian Overseas Bank
Hare Krishna Marg, Juna Road
Mumbai 400049, Maharashtra.

105. Jogeshwari Branch
Indian Overseas Bank
Plot No. 10, Jogeshwari Housing
Society, Hindu Friends Society Scheme
Jogeshwari (East)
Mumbai 400080 Maharashtra.

106. Kalbadevi Road Branch
Indian Overseas Bank
99, Vithalwadi (Muljibeha Bldgs)
Near M. J. Market, II Floor
Mumbai 400002, Maharashtra.

107. Kandivli Branch
Indian Overseas Bank
A 5 & 6, Saraf Chandbar Nagar
Thakur Complex Kandivali (East)
Mumbai-400201, Maharashtra.

108. Mahim Branch
Indian Overseas Bank
Sadhana, 378 Lady Janshedji Road
Mahim, Mumbai 400016, Maharashtra.

109. Malad (West) Mumbai Branch
Indian Overseas Bank
Silver Craft, No. 66 Marvo Road
Malad (West) Mumbai 400064.
Maharashtra.

110. Mandvi Branch
Indian Overseas Bank
111/115, Kazi Syed Street, Gulabi House
Mandvi, Mumbai 400003
Maharashtra.

111. Matunga Branch
Indian Overseas Bank
Kapol Niwas, 590, Dr. Ambedkar Road
Matunga, Mumbai 400019
Maharashtra.

112. Nand Jyot Industrial Estate Branch
Indian Overseas Bank
1 A, Nand Jyot Industrial Estate
Andheri Kurla Road, Mumbai 400072
Maharashtra.

113. Nariman Point Branch
Indian Overseas Bank
Bhaktawar, Nariman Point
Mumbai 400021, Maharashtra.

114. New Marine Lines Branch
Indian Overseas Bank
Maker Bhavan, 2, I Floor
New Marine Lines
Mumbai 400020, Maharashtra.

115. Opera House Branch
Indian Overseas Bank
393, Dadasaheb Bhadikamkar Marg
Naaz Cinema Compound, Opera House
Mumbai 400004, Maharashtra.

116. Pali Hill Branch
Indian Overseas Bank
Flat No. 5, Kiran Towers
Nargis Dutt Road, Pali Hill
Bandra (West) Mumbai 400050.
Maharashtra.

117.	Powai Lake Branch Indian Overseas Bank Indian Cork Mills Compound Saki Vihar Road Opp. Aristocrat Luggage Office Mumbai 400072, Maharashtra.	(Behind Nepal House), Ranchi-2 (Bihar).
118.	Santacruz Branch Indian Overseas Bank Harikripa, 26-A Swami Vivekananda Road, Santacruz, Mumbai 400054 Maharashtra.	3. Union Bank of India, DGMS, Hirapur Branch, P.O. Hirapur, Dist. Dhanbad-826001.
119.	Telang Road Branch Indian Overseas Bank New Mahavir Building 396, Telang Road, Matunga Mumbai 400019, Maharashtra.	BANK OF BARODA WESTERN U.P. ZONE
120.	V. B. Marg Branch Indian Overseas Bank 130, Matru Chaya Vallabh Bagh Road, Ghatkopar East Mumbai, 400077, Maharashtra.	1. Bank of Baroda Amroha Amroha-244221, Distt. Moradabad. 63218
121.	Vile Parle East Branch Indian Overseas Bank Shyam Kamal 'C' Bldg., I Floor B. N. Agarwal Market, Telpal Road Vile Parle East, Mumbai 400057 Maharashtra.	2. Bank of Baroda Ballupur Chowk, Dehradun 29, Ballupur Chowk, Dehradun-248001. 753936
122.	Worli Branch Indian Overseas Bank Kakad Chambers Plot No. 132, Dr. Anne Besant Road Worli, Mumbai 400018 Maharashtra.	3. Bank of Baroda Begum Bridge, Meerut Dr. Bhopal Singh Market Begum Bridge, Meerut-250601. 543304
123.	Foreign Exchange Department, Mumbai Indian Overseas Bank 2, Makar Bhavan, II, I Floor New Marine Lines, Mumbai 400020 Maharashtra.	4. Bank of Baroda Brij Complex, Moradabad Amroha Gate, Moradabad-244001. 318547
		5. Bank of Baroda Chandausi Bank Road, Distt. Moradabad. 51139
		6. Bank of Baroda Deputyganj, Bulandshahr Dwaraka Bhawan Civil Lines Bulandshahar-203001. 51344
		7. Bank of Baroda G.T. Road, Ghaziabad 4 Kiran Enclave, G.T. Rd., Ghaziabad-201001. 711397
		8. Bank of Baroda NB Dharmashala, Hardwar Upper Road, Hardwar-249401. 426041
		9. Bank of Baroda Pacca Bagh, Hapur Delhi-Garh Road, Hapur Distt. Ghaziabad-245101. 313651
		10. Bank of Baroda Shastri Nagar BL D-20, Shastri Nagar Meerut.
		11. Bank of Baroda KCM School Branch Civil Lines, Moradabad.
		12. Bank of Baroda Kushambi Branch Distt. Ghaziabad.
		13. Bank of Baroda Roorkee Road, Muzaffar Nagar Roorkee Road, Nr. Kulesra Bus Stand Muzaffar Nagar-251001. 409372
		14. Bank of Baroda Sambhal Sambhal-244302 Distt. Moradabad. 25253
		15. Bank of Baroda Sherowali Kothi, Bijnore Sherowali Kothi-246701. 62639
		16. Bank of Baroda Aonla Sahukara Aonla Distt. Bareilly-243601. 32046
		17. Bank of Baroda Bazar, Bareilly Nr. Jagat Cinema, Bara Bazar, Bareilly-243003. 470646

LIST OF BRANCHES

Corporation Bank
Vasant Vihar Branch
D-50 Vasan Lok, Vasant Vihar
New Delhi-110057.

2. Corporation Bank
Udaipur Branch
16-17-18, Town Hall, Link Road,
Udaipur,
Rajasthan-313001.
3. Corporation Bank
Nawab Saheb Ki Haveli
Tripolia Bazar
Jaipur-302002.
Rajasthan.
4. Corporation Bank
235/4, Bambewali Kothi
Opposite City Power House
Jaipur Road
Ajmer-305001
Rajasthan.

UNION BANK OF INDIA

Official Language Dept., C.O. Mumbai

The Branch recommended for notification under O.L. Rule
10(4)(N.R.O. Patna)

1. Union Bank of India,
Namkum Branch,
Military Hospital Campus,
Namkum,
Ranchi-834010 (Bihar).

2. Union Bank of India,
BSMDC Branch.

18.	Bank of Baroda Biharipur, Bareilly Biharipur, Chhaal Bihari Capoor Marg, Bareilly-243005.	470741	37.	Bank of Baroda Mou Bazar, Hathras Bohre Dimanath Mkt. Moti Bazar Haturas-264101, Distt. Aligarh.	33830
19.	Bank of Baroda Bhojipura Bhojipura-242202, Distt. Bareilly.	822232	38.	Bank of Baroda Punjabi Mkt, Bareilly Punjabi Market, Bareilly-243001.	571905
20.	Bank of Baroda Binawar Binawar-243634, Distt. Budaun.		39.	Bank of Baroda Rajendra Nagar, Bareilly Rajendra Nagar, A-5 1st Floor, KIPPS Super Market, Bareilly-243122.	443716
21.	Bank of Baroda Barachirra Vill. & Post Barachirra-243601, Distt. Budaun.		40.	Bank of Baroda Station Road, Tihar Tihar-242307 Distt. Shahjahanpur.	42410
22.	Bank of Baroda Semi Khera Semi Khera, P.O. Beorana Distt. Bareilly-243203.	633	41.	Bank of Baroda Station Road, Pillibhit Station Road, Pillibhit-262001.	42827
23.	Bank of Baroda Station Road, Bareilly Station Road, Bareilly-243001.	571513	42.	Bank of Baroda Bazaza Line, Ram Nagar Bazaza Line, Ram Nagar-244715 Distt. Nainital.	85442
24.	Bank of Baroda Ujhani Ujhani-243639, Dist. Budaun	62022	43.	Bank of Baroda Bazpur Haldwani Road, Bazpur-262401 Distt. Udhampur Singh Nagar.	88049
25.	Bank of Baroda Bhawal Khera Mohammadi Road, Bhawal Khera-242001 Distt. Shahjahanpur.	23805	44.	Bank of Baroda Bhagat Singh Chowk, Rudrapur Netaji Subhash Chandra Marg Rudrapur-263153.	83573
26.	Bank of Baroda Chaurasia 221, Chaurasia-242221 Distt. Shahjahanpur.	332	45.	Bank of Baroda Rattan Cinema Road, Kashipur Distt. Udhampur-244713.	74328
27.	Bank of Baroda Chhota Chauraha Station Road Bisalpur-262201, Distt. Pillibhit.	21235	46.	Bank of Baroda Sharda Mkt., Nainital Road Haldwani-263139.	50071
28.	Bank of Baroda Chhota Chowk, Chowk Shahjahanpur-242001.	22354	47.	Bank of Baroda Tanakpur Tanakpur-262309 Distt. Champawat.	59016
29.	Bank of Baroda Pilibhit Rd, Puranpur Distt. Pilibhit-262122.	62014	48.	Bank of Baroda Rathyatra Branch Girjagharp Crossing Varanasi.	
30.	Bank of Baroda Roza Mandi Roza-242406, Distt. Shahjahanpur.	22347	49.	Bank of Baroda Gautam Budh Marg Branch 42, Gautam Budh Marg, Lucknow-226001.	
31.	Bank of Baroda Civil Court Rd, Agra 4, Rahunath Nagar, Mahatma Gandhi Rd. Agra-282002.	357167	50.	Bank of Baroda Thakurganj Branch (Kumar Cold Storage Bldg.) Hardoi Road, Thakurganj, Lucknow.	
32.	Bank of Baroda Galla Mandi Near Pili Kothi Shyam Gunj, Bareilly-243005.	570228	51.	Bank of Baroda Opp. PAC Ground Sitapur-261001.	
33.	Bank of Baroda G. T. Road, Aligarh 13/1, O. T. Road, Aligarh-202001.	421206	52.	Bank of Baroda Kaushalpuri Branch Pritamsingh Market Kaushalpuri, Kanpur-208012.	
34.	Bank of Baroda Halwai Chowk, Badaun Halwai Chowk, Badaun 243601.	24326	53.	Bank of Baroda Sarvoday Nagar Branch 117/49A, Sarvoday Nagar, Kanpur-208005.	
35.	Bank of Baroda Khera Nawada Shyam Nagar, Khera Nawada Distt. Budaun-243601.	24035	54.	Bank of Baroda Saidwara Branch 90, Saidwara-206001 Distt. Etawah.	
36.	Bank of Baroda Muzaria Muzaria Choraha, Sagarai, Muzaria-243638, Distt. Budaun.	522225			

55. Bank of Baroda
Sethgali Branch
Sethgali,
Distt. Farukhabad-209625.

56. Bank of Baroda
Bangarmau Branch
Bangarmau-241501
Distt. Unnao.

57. Bank of Baroda
Kannauj Branch
Kannauj 209725.

58. Bank of Baroda
Kasganj Branch
Laxmiganj, Kasganj-207123
Distt. Etah.

59. Bank of Baroda
Shahganj Branch
Shahganj,
Unnao-209801.

60. Bank of Baroda
General ganj Branch
Generalganj,
Kanpur-208001.

BANK OF BARODA
NORTHERN ZONE
NEW DELHI

61. Bank of Baroda
Asset Recovery Management Branch
Bank of Baroda Bhavan, 6th floor
16, Sansad Marg,
New Delhi-110001.

62. Bank of Baroda
Safdarjung Hospital Branch,
New Delhi-110029.

63. Bank of Baroda
C.G.O. Complex, N.I.T.
National Highway-4,
Faridabad-121001 (Haryana).

64. Bank of Baroda
S.S.I. Branch,
Nai Anaj Mandi
Shabab Markanda-132135
District Kurushetra (Haryana).

65. Bank of Baroda
S.S.I. Branch, Dahiya Market,
Near H.S.I.D.C. Park
G. T. Road, Kundli-131028
District Sonipat (Haryana).

66. Bank of Baroda
Specialized S.S.I. Branch
S.C.O.-20, HUDA Complex
Sector-25, Transport Nagar,
Industrial Area, Panipat-132103
(Haryana).

67. Bank of Baroda,
6-Defence Enclave
Vikas Marg,
Delhi-110092.

68. Bank of Baroda, 4864-66
Phoota Road, Baratooti Chowk,
Sadar Bazar,
Delhi-110006.

69. Bank of Baroda
Padam Singh Road, Karol Bagh,
New Delhi-110005.

70. Bank of Baroda
1st Floor, Surajmal Mkt.
Rajapur, Sec. 9, Rohtak,
Delhi 110085.

71. Bank of Baroda, 900-P
Sector 8, Panchkula-134109
(Haryana).

72. Bank of Baroda
16/6, Mathura Raod,
Faridabad (Haryana)-121002.

73. Bank of Baroda
Char Bati Chowk, Sultanpur Road,
Kapurthala (Punjab).

74. Bank of Baroda
N.R.I. Branch
Bank of Baroda Bhawan, 1st floor
16, Sansad Marg,
New Delhi-110001.

नई दिल्ली, 18 नवम्बर, 1999

का.आ. 3479.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा (1) के उपबंध सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से 31 मार्च, 2002, तक जिला सहकारी बैंक लि., गाजीपुर (उ.प्र.) पर लागू नहीं होंगे।

[फा. सं. 1(49)/99-ए.सी.]

एम. सी. दूरा, अवर सचिव

New Delhi, the 18th November, 1999

S.O. 3479.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendation of the Reserve Bank of India declares that the provisions of sub-section (1) of Section 11 of the said Act shall not apply to Zila Sahakari Bank Ltd. Ghazipur (U.P.) from the date of publication of this notification in the Official Gazette upto 31 March, 2002.

[F. No. 1(49)/99-AC]

L. C. TOORA, Under Secy.

नई दिल्ली, 18 नवम्बर, 1999

का.आ. 3480.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा (1) के उपबंध सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से 31 मार्च, 2001 तक जिला सहकारी बैंक लि., प्रांसी (उ.प्र.) पर लागू नहीं होंगे।

[फा. सं. 1(50)/99-ए.सी.]

एम. सी. दूरा, अवर सचिव

New Delhi, the 18th November, 1999

S.O. 3480.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendation of the Reserve Bank of India declares that the provisions of sub-section (1) of Section 11 of the said Act shall not apply to Zila Sahakari Bank Ltd. Jharsu (U.P.) from the date of publication of this notification in the Official Gazette upto 31 March, 2001.

[F. No. 1(50)/99-AC]
L. C. TOORA, Under Secy.

नई दिल्ली, 18 नवम्बर, 1999

का.आ. 3481.—बैंककारी विभिन्नमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय भरकार, भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा 1 के उपबंध सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से 31 मार्च, 2003 तक जिला सरकारी बैंक लि., वाराणसी पर लागू नहीं होंगे।

[फा. सं. 1(51)/99-ए. सी.]
एस. सी. टूरा, अवर सचिव

New Delhi, the 18th November, 1999

S.O. 3481.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendation of the Reserve Bank of India declares that the provisions of sub-section (1) of Section 11 of the said Act shall not apply to The District Co-operative Bank Ltd. Varanasi, U.P.

नई दिल्ली, 18 नवम्बर, 1999

का.आ. 3483.—राष्ट्रीयकृत बैंक (प्रबंध शीर प्रकार्ण उपबंध) स्कीम, 1970 के खण्ड 3 के उपखण्ड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा 3 के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुये, केन्द्रीय सरकार, एतद्वारा, नीचे दी गई सारणी के कालम (2) में निर्दिष्ट व्यक्तियों को सत्काल प्रभाव से तथा अपने आदेश तक के लिये उक्त सारणी के कालम (3) में निर्दिष्ट व्यक्तियों के स्थान पर कालम (1) में निर्दिष्ट राष्ट्रीयकृत बैंकों के निदेशक नामित करती है:—

सारणी

1

2

3

इलाहाबाद बैंक

श्री एस. के. बत्रा,
अवर सचिव,
वित्त मंत्रालय,
आर्थिक कार्य विभाग,
(बैंकिंग प्रभाग),
नई दिल्ली।

श्री सुनील ग्रोड़ा

from the date of publication of this notification in the Official Gazette upto 31 March, 2003.

[F. No. 1(51)/99-AC]
L. C. TOORA, Under Secy.

नई दिल्ली, 18 नवम्बर, 1999

का.आ. 3482.—बैंककारी विभिन्नमन अधिनियम, 1949 (1949 का 10) धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा 1 के उपबंध सरकारी राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से 31 जुलाई, 2000 तक रामचन्द्रपुरम को-ऑपरेटिव अरबन बैंक लिमिटेड (आनंद प्रदेश) पर लागू नहीं होंगे।

[फा. सं. 1(52)/99-ए. सी.]
एस. सी. टूरा, अवर सचिव

New Delhi, the 18th November, 1999

S.O. 3482.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendation of the Reserve Bank of India declares that the provisions of sub-section (1) of Section 11 of the said Act shall not apply to the Ramchandrapuram Co-operative Urban Bank Ltd., Ramchandrapuram (Andhra Pradesh) for the period from the date of publication of this notification in the Gazette of India to 31 July 2000.

[F. No. 1(52)/99-AC]
L. C. TOORA, Under Secy.

इंडियन ओवरसीज बैंक

डा. अर्विन्द विरमानी,
वर्षाणि आधिक सलाहकार,
वित्त मंत्रालय,
आर्थिक कार्य विभाग,
(आर्थिक प्रभाग),
नई दिल्ली।

श्री पी. बोलिना

पंजाब नेशनल बैंक

श्रीमती पी. मोहन,
निदेशक,
वित्त मंत्रालय,
आर्थिक कार्य विभाग,
(बैंकिंग प्रभाग),
नई दिल्ली।

श्री अर्विन्द विरमानी

[एफ. सं. 9/9/98-बी.ओ.आई. (i)]
डी. चौधरी, अवर सचिव

New Delhi, the 18th November, 1999

S.O. 3483.—In exercise of the powers conferred by clause (b) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, hereby nominates the persons specified in column (2) of the table below as Directors of the Banks specified in column (1) thereof in place of the persons specified in column (3) of the said table, with immediate effect and until further orders:—

TABLE

	1	2	3
Allahabad Bank	Shri S. K. Batra, Under Secretary, Ministry of Finance, Department of Economic Affairs, Banking Division, New Delhi	Shri Sunil Arora	
Indian Overseas Bank	Dr. Arvind Virmani, Sr. Economic Adviser, Ministry of Finance, Department of Economic Affairs, Economic Division, New Delhi	Ms. P. Bolina	
Punjab National Bank	Smt. P. Mohan Director, Ministry of Finance, Department of Economic Affairs, Banking Division, Nwe Delhi.	Shri Arvind Virmani	

[F.No. 9/9/98-B.O.I(i)]
D. CHOUDHURY, Under Secy.

नई दिल्ली, 18 नवम्बर, 1999

का.आ। 3484.—राष्ट्रीयकृत बैंक (प्रबंध और प्रक्रीय उपबंध) स्कीम, 1980 के खण्ड 3 के उपबंध (i) की साथ पठित बैंककारी कंपनी (उपक्रमों का शर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा 3 के खण्ड (ख) द्वारा प्रबंध शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एटद्वारा वित्त मंत्रालय, अधिकारी कार्य विभाग, बैंकिंग प्रभाग, नई विल्ली में उप सचिव सुश्री पी. बोलिना को, सुश्री पी. मोहन के स्थान पर, तत्काल प्रभाव से प्रांत अधिकारी आदाशों तक, ओरियंटल बैंक ऑफ कामसे के बोर्ड में नियोजित नामित करती है।

[फा. सं. 9/9/98-बी.ओ.-I(ii)]

डी. चौधरी, अवर सचिव

New Delhi, the 18th November, 1999

S.O. 3484.—In exercise of the powers conferred by clause (b) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, read with sub-clause (1) of clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, hereby nominates Ms. P. Bolina, Deputy Secretary, Ministry of Finance, Department of Economic Affairs, Banking Division, New Delhi as a Director on the Board of Oriental Bank of Commerce with immediate effect and until further orders vice Ms. P. Mohan.

[F. No. 9/9/98-B.O.I(ii)]

D. CHOUDHURY, Under Secy.

नई दिल्ली, 18 नवम्बर, 1999

का.आ। 3485.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 का 61) की धारा 26 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिक्कारिश पर, एटद्वारा राष्ट्रीय कृषि और ग्रामीण विकास बैंक को कृषि वित्त निगम लि. की शेयर पूँजी में रु. 1.00 करोड़ (केवल एक करोड़ रुपए) तक का निवेश करने के लिए प्राविहृत करती है।

[फा. सं. 7(51)/99-ए.सी.]

एल.सी. दूरा, अवर सचिव

New Delhi, the 18th November, 1999

S.O. 3485.—In exercise of the powers conferred under Section 26 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the Central Government in constitution with Reserve Bank of India hereby authorise the National Bank for Agriculture and Rural Development to invest upto Rs. 1.00 crore (Rupees one crore only) in the share capital of the Agricultural Finance Corporation Ltd.

[F. No. 7(51)/99-AC]

L. C. TOORA, Under Secy.

बाणिज्य मंत्रालय

नई दिल्ली, 15 नवम्बर, 1999

का.आ। 3486.—केन्द्रीय गरकार, नियांति (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (i) द्वारा प्रदत्त जकितां का प्रयोग करते हुए, मैसर्स जनरल इंस्पेक्शन एण्ड सैम्प्लिंग कं., प्लाट म. 11, इंस्ट्रीशल इस्टेट, डैम रोड, होसेट-583203 कर्नाटक का, इस अधिसूचना के रजिस्ट्रेशन प्रकाशन की तारीख से तीन वर्ष की अवधि के लिए भारत सरकार, के बाणिज्य मंत्रालय की अधिसूचना से का.आ। 3975 तारीख 20-12-1965 ने उपरवाद अनुसूची में विनिदिष्ट खनिज तथा अयस्क ग्रुप-I के, अथवा मैनीज अयस्क, जिसमें मैनीज डायाफायस्टड, लैह अयस्क और फैरो मैनीज जिसके अन्तर्गत फैरो मैनीज स्लैग भी आता है, नहीं है नियांति से पूर्व नियोजित किए निम्नलिखित गतीं के अधीन एक अनिकरण के रूप में मान्यता प्रदान करती है, अथवा—

- (i) मैसर्स जनरल इंस्पेक्शन एण्ड सैम्प्लिंग कं., नियांति नियोजित परिषद द्वारा इस संबंध में तमित प्रत्रिकारियों का उनके हारा अनिज और अयस्क ग्रुप-I (निरीक्षण) नियम, 1965 के अन्तर्गत नियोजित का प्रमाण पत्र इनमें अप्र० १५ गई नियोजित की पढ़ति की परीक्षा के लिए प्राप्ति भुविधाएं उपलब्ध कराएंगी।
- (ii) मैसर्स जनरल इंस्पेक्शन एण्ड सैम्प्लिंग कं., इस अधिसूचना के अन्तर्गत अपने कृतयों के पालन में ऐसे निर्देशों द्वारा आवद्ध होगी, जो नियोजित (नियोजित एवं क्वालिटी नियंत्रण), समय-समय पर, लिखित रूप में इसे दें।

[फा. सं. 5/5/99-ई.आई.एण्ड ई.पी.]

पी. के. दाम, उप सचिव

MINISTRY OF COMMERCE

New Delhi, the 15th November, 1999

S.O. 3486.—In exercise of the powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises M/s. General Inspection and Sampling Co., Plot No. 11, Industrial Estate, Dam Road, Hosnet-583203, Karnataka for a period of three years, from the date of publication of this notification in the Official Gazette, as an agency for inspection of Minerals and Ores Group-I, namely Manganese Ore excluding Manganese di-oxide, Iron Ore and Ferro Manganese including Ferro Manganese Slag, specified in the Schedule annexed to Government of India, Ministry of Commerce notification No. S.O. 3975 dated 20-12-1965, prior to export, subject to the following conditions, namely :—

- (i) that M/s. General Inspection and Sampling Company, shall give adequate facilities to the officers nominated by the Export Inspection Council in this behalf to examine the method of inspection followed by them in

granting the certificate of inspection under the Export of Minerals and Ores Group-I (Inspection) Rules, 1965;

(ii) that M/s. General Inspection and Sampling Company, in the performance of its function under this notification, shall be bound by such directions as the Director (Inspection and Quality Control) may give to it in writing from time to time.

[F. No. 5/5/99-EI&EP]
P. K. DAS, Dy. Secy.

खान एवं खनिंज मंत्रालय

(कोयला विभाग)

शृङ्खिपत्र

नई दिल्ली, 28 अक्टूबर, 1999

का.आ. 3487:—भारत के राजपत्र भाग-II, खण्ड-3 उपखण्ड (ii) में तारीख 1 अक्टूबर, 1999 के पृष्ठ क्रमांक 1 से 4 पर प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना का.आ. 1001(अ) तारीख 1 अक्टूबर, 1999 में:—

पृष्ठ क्रमांक 1 पर

1. अनुसूची में

“वैनी उत्तरी क्षेत्र” के स्थान पर “वनी उत्तरी क्षेत्र” पढ़ाये।

2. “(रेखांक सं. सी.-1 (ई) 3/जे.जे.एन.आर./
630-0697, तारीख 19 जून, 1997)”
के स्थान पर

“(रेखांक सं. सी.-1 (ई)/3/जे.जे.एन.आर./
630-0697, तारीख 19 जून 1997)” पढ़ाए।

पृष्ठ क्रमांक 2 पर

सीमा वर्णन में:—

1. रेखा खण्ड में “भालेवाडी ग्रामों से होकर आगे बढ़ती है”
के स्थान पर
“भालेवाडी और पिसगांव ग्रामों से होकर आगे बढ़ती है” पढ़ाये।

[का.सं. 43015/12/97-एन.डब्ल्यू. पी.आर.आई. डब्ल्यू.]

के.एस. ओफा, निदेशक

नई दिल्ली, 4 नवम्बर, 1999

का.आ. 3488.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 के अधीन जारी और

भारत के राजपत्र, भाग II, खण्ड 3, उपखण्ड (ii), तारीख 27 दिसम्बर, 1997 में पृष्ठ 6162 से 6166 तक प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. सं. 3198, तारीख 17 दिसम्बर, 1997 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिविष्ट परिक्षेत्र में जिसका माप 05.54 हैक्टर (लगभग) या 13.70 एकड़ (लगभग) है, कोयले का पूर्वेक्षण करने के अपने आशय की सूचना दी थी,

और केन्द्रीय सरकार का यह समाधान हो गया है कि उक्त भूमि में कोयला अभियान है।

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे संलग्न अनुसूची में वर्णित 05.54 हैक्टर (लगभग) या 13.70 एकड़ लगभग माप की उक्त भूमि का अर्जन करने के अपने आशय की सूचना देती है।

टिप्पण 1: इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. ई. सी. एल/प्रार. जे. एम. एल./ सी जी एम. एल ऐ-69, तारीख 18 दिसम्बर, 1998 का निरीक्षण उपायक्रत, जिला गोड्हा (बिहार) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता 700001 के कार्यालय में या निवेशक (तकनीकी) योजना और परियोजना, ईस्टर्न कोलकाताल्स लि. सेंक्टोरिया, डाकघर विसेरांग, जिला बर्द्दगाँ (पं. बंगाल) के कार्यालय में किया जा सकता है।

टिप्पण 2: उक्त अधिनियम की धारा 8 के उपबन्धों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबन्ध हैं:—

“8. अर्जन के प्रति आपत्ति:—

(1) कोई व्यक्ति जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण:—इस धारा के अन्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी

अतिरिक्त जांच यदि कोई हो, करने के पश्चात् जो वह आवधक समझता है वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपलियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विविध क्षेत्रों के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबढ़ समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इम अधिनियम के अधीन अर्जित कर लिए जाते हैं।"

टिप्पणी 3 : केन्द्रीय सरकार ने कोयना नियंत्रक, 1, कार्डसिल हाउस स्ट्रीट, कलकत्ता 700001 को उक्त अधिनियम के अधीन सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

राजमहल कोयना क्षेत्र

रेखांक स. 69 तारीख 8-12-1998

खंड—“क”

क्रम सं. मौजा/ग्राम का नाम	थाना सं.	पुलिस स्टेशन (थाना)	जिला	क्षेत्र एकड़ में (लगभग)	टिप्पणियां
1. छोटा सिमरा	34	बी डब्ल्यू सिमरा-1	गोड्डा	0.39	भाग
कुल 0.39 एकड़ (लगभग)					या
0.157 हैक्टर (लगभग)					

1. छोटा सिमरा मौजा में अर्जित किए जाने वाले प्लाटः—

362, 363

सीमा वर्णन

क 1—क 2 रेखा, छोटा सिमरा मौजा संख्या 34 के प्लाट संख्या 361 के साथ-साथ जाती है और बिन्दु ‘क 2’ पर मिलती है।

क 2—क 3 रेखा, छोटा सिमरा मौजा संख्या 34 के प्लाट संख्या 364 के पश्चिमी रेखा के साथ-साथ जाती है और बिन्दु ‘क 3’ पर मिलती है।

क 3—क 4 रेखा, छोटा सिमरा मौजा संख्या 34 के प्लाट संख्या 368, 369 की उत्तरी रेखा के साथ-साथ जाती है और बिन्दु ‘क 4’ पर मिलती है।

क 4—क 1 रेखा, छोटा सिमरा मौजा संख्या 34 के प्लाट संख्या 371 की पूर्वी रेखा के साथ-साथ जाती है और आरम्भिक बिन्दु ‘क 1’ पर मिलती है।

खंड—“ख”

क्रम सं.	मौजा/ग्राम का नाम	थाना सं.	पुलिस स्टेशन (थाना)	जिला	क्षेत्र हैक्टेयर में (लगभग)	टिप्पणियां
1. धनकुंडा	697	महागामा	गोड्डा	0.53		भाग
2. सेतरिया	709	महागामा	गोड्डा	3.99		भाग
कुल 4.52 एकड़ (लगभग)					या	
1.830 हैक्टर (लगभग)						

1. धनकुंडा मौजा में अर्जित किए जाने वाले प्लाटः

9, 10, 14

तेतारिया मौजा में अर्जित किए जाने वाले प्लाट

19 से 24, 24/237, 26, 28, 29, 44 (भाग)

सीमा वर्णन

ख 1-ख 2 रेखा, तेतारिया मौजा संख्या 709 के प्लाट संख्या 18 की दक्षिणी रेखा से होते हुए जाती है; रेखा प्लाट सं. 17 की दक्षिणी और पूर्वी रेखा से होते हुए जाती है, प्लाट संख्या 16 की पूर्वी रेखा से होते हुए जाती है, प्लाट संख्या 44 से होते हुए जाती है और बिन्दु 'ख 2' पर मिलती है।

ख 2-ख 3-ख 4 रेखा, तेतारिया मौजा संख्या 709 के प्लाट संख्या 41 से होते हुए जाती है, रेखा प्लाट सं. 40, 38 की पश्चिमी रेखा में होते हुए जाती है, फटा प्लाट संख्या 3736 की उत्तरी रेखा के साथ-साथ जाती है और बिन्दु 'ख 4' पर मिलती है।

ख 4-ख 5 रेखा प्लाट सं. 31, 30 की पश्चिमी रेखा से होते हुए जाती है, रेखा, प्लाट संख्या 32 की पश्चिमी और दक्षिणी रेखा से होते हुए जाती है, प्लाट सं. 33 की पश्चिमी रेखा के साथ-साथ जाती है और बिन्दु 'ख 5' पर मिलती है।

ख 5-ख 6 रेखा, तेतारिया मौजा संख्या 709 के प्लाट सं. 68, 69 की उत्तरी रेखा के साथ-साथ जाती है। रेखा तेतारिया मौजा संख्या 709 धनकुंडा मौजा संख्या 697 की संयुक्त सीमा रेखा से होते हुए जाती है और बिन्दु 'ख 6' पर मिलती है।

ख 6-ख 7 रेखा, धनकुंडा मौजा संख्या 697 के प्लाट सं. 11, 13 की पश्चिमी रेखा के साथ-साथ जाती है और बिन्दु 'ख 7' पर मिलती है।

ख 7-ख 8 रेखा, धनकुंडा मौजा संख्या 697 के प्लाट सं. 22 की उत्तरी रेखा से होते हुए जाती है और बिन्दु 'ख 8' पर मिलती है।

ख 8-ख 9 रेखा धनकुंडा मौजा संख्या 697 के प्लाट सं. 4, 8 की पूर्वी रेखा से होते हुए जाती है और धनकुंडा मौजा संख्या 697 कुण्डमाहा संख्या 708 और तेतारिया संख्या 709 की तिराहा सीमा रेखा बिन्दु 'ख 9' पर मिलती है।

ख 9-ख 1 रेखा, कुण्डमाहा मौजा संख्या 708 और तेतारिया संख्या 709 की संयुक्त सीमा रेखा से होते हुए जाती है, तेतारिया मौजा संख्या 709 के प्लाट संख्या 27, 25 की दक्षिणी और पूर्वी रेखा से होते हुए जाती है और आर्थिक बिन्दु 'ख 1' पर मिलती है।

खण्ड-ग्रा'

क्रम सं.	मौजा/आम का नाम	थाना सं. (थाना)	पुलिस स्टेशन (थाना)	ज़िला	क्षेत्र एकड़ में (लगभग)	टिप्पणियां
1.	महागामा	700	महागामा	गोड्डा	2. 38	भाग
				कुल	2. 38 एकड़ (लगभग) या 0. 363 हैक्टर (लगभग)	

1. महागामा मौजा में अर्जित किए जाने वाले प्लाट :-

1173.

सीमा वर्णन

ग 1-ग 2 रेखा, महागामा मौजा संख्या 700 के प्लाट संख्या 1174, 1175 की दक्षिणी रेखा के साथ-साथ जाती है और बिन्दु 'ग 2' पर मिलती है।

ग 2-ग 3 रेखा, महागामा मौजा संख्या 700 के प्लाट संख्या 1176 की पश्चिमी रेखा के साथ-साथ जाती है और बिन्दु 'ग 3' पर मिलती है।

ग 3-ग 4 रेखा, महागामा मौजा संख्या 700 के प्लाट संख्या 1172 की उत्तरी रेखा के साथ-साथ जाती है और बिन्दु 'ग 4' पर मिलती है।

[पार्ट II—खंड 3(ii)]

सालत का राजपत्र : दिसम्बर 4, 1920/प्रसारण 13, 1921

ग-4-घा। रेखा, महागामा मौजा संख्या 700 के प्लाट संख्या 1219 की पूर्वी रेखा के साथ-साथ जाती है। और बिन्दु 'ग 1' पर मिलती है।

खंड-'ध'

क्रम सं.	मौजा/ग्राम का नाम	थाना सं.	पुलिस स्टेशन (थाना)	जिला	क्षेत्र एकड़ में (लगभग)	टिप्पणियां
1.	बालिया कुरमिकट्टा	712	महागामा	गोड्डा	1. 25	भाग
				कुल या	1. 25 एकड़ (लगभग)	
					0. 506 हैक्टर (लगभग)	

1. बालिया कुरमिकट्टा मौजा में अंजित किए जाने वाले प्लाट :—

116, 117

सीमा वर्णन

घ 1-घ 2

रेखा, बालिया कुरमिकट्टा मौजा संख्या 712 के प्लाट संख्या 115, 113 की दक्षिणी रेखा के साथ-साथ जाती है और बिन्दु 'घ 2' पर मिलती है।

घ 2-घ 3

रेखा, बालिया कुरमिकट्टा मौजा संख्या 712 के प्लाट संख्या 112 की दक्षिणी रेखा से होते हुए जाती है, बालिया कुरमिकट्टा मौजा संख्या 712, रबियाडीह संख्या 713 की संयुक्त सीमा रेखा से होते हुए जाती है और बिन्दु 'घ 3' पर मिलती है।

घ 3-घ 4

रेखा, बालिया कुरमिकट्टा मौजा संख्या 712 के प्लाट संख्या 118 की उत्तरी ओर पश्चिमी रेखा से होते हुए जाती है और बिन्दु 'घ 4' पर मिलती है।

घ 4-घ 1

रेखा, बालिया कुरमिकट्टा मौजा संख्या 712 के प्लाट संख्या 125, 126, 98 की पूर्वी रेखा के साथ-साथ जाती है और आरंभिक बिन्दु 'घ 1' पर मिलती है।

खंड-'झ'

क्रम सं.	मौजा/ग्राम का नाम	थाना सं.	पुलिस स्टेशन (थाना)	जिला	क्षेत्र एकड़ में (लगभग)	टिप्पणियां
1.	महागामा	700	महागामा	गोड्डा	2. 41	भाग
				कुल या	2. 41 एकड़ (लगभग)	
					0. 975 हैक्टर (लगभग)	

1. महागामा मौजा में अंजित किए जाने वाले प्लाट :

1162/1218, 1163, 1164

सीमा वर्णन

झ 1-झ 2

रेखा, महागामा मौजा संख्या 700 के प्लाट संख्या 1218 की दक्षिणी रेखा से होते हुए जाती है, प्लाट संख्या 1218 से होते हुए जाती है, रेखा प्लाट संख्या 1162 की पश्चिमी ओर दक्षिणी रेखा से होते हुए जाती है और बिन्दु 'झ 2' पर मिलती है।

झ 2-झ 3

रेखा, महागामा मौजा संख्या 700 के प्लाट संख्या 1166 की पश्चिमी रेखा से होते हुए जाती है, प्लाट संख्या 1165 की पश्चिमी ओर दक्षिणी रेखा से होते हुए जाती है, प्लाट संख्या 1169 की दक्षिणी रेखा के साथ-साथ जाती है और बिन्दु 'झ 3' पर मिलती है।

क्र ३-क ४ रेखा, महागामा मौजा संख्या 700 के प्लाट संख्या 1189 की उत्तरी ओर पश्चिमी रेखा से होते हुए जाती है, रेखा प्लाट संख्या 1190 की उत्तरी रेखा के साथ-साथ जाती है और बिन्दु 'उ ४' पर मिलती है।

क्र ४-क १ रेखा, महागामा मौजा संख्या 700 के प्लाट संख्या 1109, 1111 की पूर्वी रेखा से होते हुए जाती है, रेखा प्लाट संख्या 1112 की पूर्वी ओर उत्तरी रेखा से होते हुए जाती है, रेखा प्लाट संख्या 1113 की पूर्वी रेखा से होते हुए जाती है, रेखा प्लाट संख्या 1114 की उत्तरी रेखा के साथ-साथ जाती है और आरंभिक बिन्दु 'उ १' पर मिलती है।

खंड-'च'

क्रम सं.	मौजा/ग्राम का नाम	धाना सं.	पुलिस स्टेशन (धाना)	ज़िला	क्षेत्र एकड़ में (लगभग)	टिप्पणियां
1.	बसुआ	692	महागामा	गोड्डा	2. 01	भाग

कुल 2.01 एकड़ (लगभग)

या

0.813 हैक्टर (लगभग)

1. बसुआ मौजा में अर्जित किए जाने वाले प्लाट :—
32/149

सीमा वर्णन

क्र १-क २ रेखा, बसुआ मौजा संख्या 692 के प्लाट संख्या 32/149 से होते हुए जाती है और बिन्दु 'च २' पर मिलती है।

क्र २-क ३ रेखा, बसुआ मौजा संख्या 692 के प्लाट संख्या 32/149 से होते हुए जाती है और बिन्दु 'च ३' पर मिलती है।

क्र ३-क ४ रेखा बसुआ मौजा संख्या 692 के प्लाट संख्या 32/152 के साथ-साथ जाती है और बिन्दु 'च ४' पर मिलती है।

क्र ४-क ५ रेखा, बसुआ मौजा संख्या 692 के प्लाट संख्या 32/159 की पूर्वी तरफ से जाती है, प्लाट सं 32/153 की पूर्वी ओर उत्तरी रेखा के साथ-साथ जाती है और बिन्दु 'च ५' पर मिलती है।

क्र ५-क १ रेखा, बसुआ मौजा संख्या 692 और मुख्ती टोक संख्या 691 की संयुक्त सीमा के साथ-साथ जाती है और आरंभिक बिन्दु 'च' पर मिलती है।

खंड-'छ'

क्रम सं.	मौजा/ग्राम का नाम	धाना सं.	पुलिस स्टेशन (धाना)	ज़िला	क्षेत्र एकड़ में (लगभग)	टिप्पणियां
1.	बसुआ	692	महागामा	गोड्डा	0/74	भाग

कुल 0.74 एकड़ (लगभग)

या

0.299 हैक्टर (लगभग)

कुल योग—(खंड 'क' से खंड 'छ' तक) 13.70 एकड़ (लगभग)
या

05.54 हैक्टर (लगभग)

1. बसुआ मौजा में अर्जित किए जाने वाले प्लाट :—
32/158

सीमा वर्णन

क 1-छ 2 रेखा, बसुआ मौजा संख्या 692 के प्लाट संख्या 32/155 की दक्षिणी ओर पूर्वी रेखा से होते हुए जाती है और बिन्दु 'छ 2' पर मिलती है।

छ 2-छ 3 रेखा, बसुआ मौजा संख्या 692 के प्लाट संख्या 32/154 की पश्चिमी रेखा के साथ-साथ जाती है और बिन्दु "छ 3" पर मिलती है।

छ 3-छ 4 रेखा, बसुआ मौजा संख्या 692 के प्लाट संख्या 32/154 की उत्तरी रेखा के साथ-साथ जाती है और बिन्दु "छ 4" पर मिलती है।

छ 4-छ 1 रेखा, बसुआ मौजा संख्या 692 के प्लाट संख्या 32/154 की पूर्वी रेखा के साथ-साथ जाती है और प्रारम्भिक बिन्दु 'छ 1' पर मिलती है।

[सं. 43015/6/97—एल. डब्ल्यू./पी.प्रार.आई.डब्ल्यू.]

के.एस. कोफा, निवेशक

New Delhi, the 4th November, 1999

S.O. 3788.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 3198, dated the 17th December, 1997 issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) and published at pages 6167 to 6171 in Part-II, Section 3, sub-section (ii) of the Gazette of India, dated the 27th December, 1997. The Central Government gave notice of its intention to prospect for coal in the land measuring 13.70 acres (approximately) or 05.54 hectares (approximately) in the locality specified in the Schedule appended to that notification;

And, whereas, the Central Government is satisfied that coal is obtainable in the said land;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the said land measuring 13.70 acres (approximately) or 05.54 hectares (approximately), described in the Schedule appended hereto.

Note 1. The plan bearing no. ECL/RJML/CGM/LA-69, dated the 18th December, 1998 of the area covered by this notification may be inspected in the office of the Deputy Commissioner, District Godda (Bihar) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the office of the Director (Technical), Planning and Projects, Eastern Coalfields Limited, Sanctoria, Post Office Dishergarh, District Burdwan (West Bengal).

Note 2 : Attention is hereby invited to the provisions of section 8 of the said Act, which provides as follows :
Objection to Acquisition

"8.(1) Any person interested in any land in respect of which a notification under section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or any rights in or over such land.

Explanation : It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operation should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under sub-section (1) of section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.

(3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act."

Note 3. The Coal Controller, 1, Council House Street, Calcutta, has been appointed by the Central Government as the competent authority under the Act.

SCHEDULE
RAJMAHAL COALFIELDS

Drawing No. 69
dated the 08-12-1998

Block 'A'

Serial number	Name of Mouza (Village)	Thana number	Police Station (Thana)	District	Area in acres (approximately)	Remarks
1.	Chhota Simra	34	BW Simra-I	Gedda	0.39 0.39 acre (approximately) or 0.157 hectares (approximately)	Part

1. Plot to be acquired in Mouza Chhota Simra:
362, 363.

BOUNDARY DESCRIPTION

A1—A2 Line passes along with plot number 361 of mouza Chhota Simra number 34 and meets at point 'A2'.

A2—A3 Line passes along with western line of plot number 364 of mouza Chhota Simra number 34 and meets at point 'A3'.

A3—A4 Line passes along with northern line of plot number 368, 369 of mouza Chhota Simra number 34 and meets at point 'A4'.

A4—A1 Line passes along with eastern line of plot number 371 of mouza Chhota Simra number 34 and meets at point 'A1'.

Block 'B'

Serial Number	Name of Mouza (Village)	Thana Number	Police Station (Thana)	District	Area in acres	Remarks
1.	Dhankunda	697	Mahagama	Gedda	0.53	Part
2.	Tetaria	709	Mahagama	Gedda	3.99	Part
			Total	4.52 Acres (approximately) or 1.830 Hectares (Approximately)		

1. Plots to be acquired in mouza Dhankunda:
9, 10, 14.
2. Plots to be acquired in mouza Tetaria:
19 to 24, 24/237, 26, 28, 29, 44 (Part)

BOUNDARY DESCRIPTION

B1—B2 Line passes through southern line of plot number 18 of mouza Tetaria number 709, line passes through southern and eastern line of plot number 18, passes through eastern line of plot number 16, passes through plot number 44 and meets at point 'B2'.

B2—B3—B4 Line passes through plot number 41 of mouza Tetaria number 709, line passes through western line of plot numbers 40, 38, passes along with northern line of plot numbers 37, 36 and meets at point 'B4'.

B4—B5 Line passes through western line of plot numbers 31, 30, line passes through western and southern line of plot number 32, line passes along with western line of plot number 33 and meets at point 'B5'.

B5—B6	Line passes along with northern line of plot numbers 68, 69 of mouza Tetaria number 709, line passes through joint boundary line of mouza Tetaria number 709, mouza Dhankunda number 697 and meets at point 'B6'.
B6—B7	Line passes along with western line of plot number 11, 13 of mouza Dhankunda number 697 and meets at point 'B7'.
B7—B8	Line passes through northern line of plot number 22 of mouza Dhankunda number 697 and meets at point 'B8'.
B8—B9	Line passes through eastern line of plot numbers 4, 8 of mouza Dhankunda number 697 and trio boundary line of mouza Dhankunda number 697, Kushmaha number 703 and Tetaria number 709 and meets at point 'B9'.
B9—B1	Line passes through joint boundary line of mouza Kushmaha number 708 and Tetaria number 709, line passes through southern and eastern line of plot numbers 27, 25 of mouza Tetaria number 709 and meets at point 'B1'.

SCHEDULE

Block 'C'

Serial Number	Name of Mouza (Village)	Thana Number	Police Station (Thana)	District	Area in acres	Remarks
1.	Mahagama	700	Mahagama	Gedda	2.38	Part
Total :						2.38 Acres (Approximately) or 0.963 Hectares (Approximately)

1. Plot to be acquired in mouza Mahagama:
1173.

BOUNDARY DESCRIPTION

C1—C2	Line passes along with southern line of plot numbers 1174, 1175 of mouza Mahagama number 700 and meets at point 'C2'.
C2—C3	Line passes along with western line of plot number 1176 of mouza Mahagama number 700 and meets at point 'C3'.
C3—C4	Line passes along with northern line of plot number 1172 of mouza Mahagama number 700 and meets at point 'C4'.
C4—C1	Line passes through eastern line of plot number 1219 of mouza Mahagama number 700 and meets at point 'C1'.

Block 'D'

Serial Number	Name of Mouza (Village)	Thana Number	Police Station (Thana)	District	Area in acres	Remarks
1.	Balia Kurumikitta	712	Mahagama	Gedda	1.25	Part
Total :						1.25 Acres (Approximately) or 0.506 Hectares (Approximately)

1. Plots to be acquired in mouza Balia Kurumikitta:
116, 117.
3409 GI/99—5

BOUNDARY DESCRIPTION

D1—D2 Line passes along with southern line of plot numbers 115, 113 of mouza Balia Kurmikitta 712 and meets at point 'D2'.

D2—D3 Line passes through western line of plot number 112 of mouza Balia Kurmikitta number 712, line passes through joint boundary line of mouza Balia Kurmikitta number 712, Rabiadiah number 713 and meets at point 'D3'.

D3—D4 Line passes through northern and western line of plot number 118 of mouza Balia Kurmikitta number 712 and meets at point 'D4'.

D4—D1 Line passes along with eastern line of plot numbers 125, 126, 98 of mouza Balia Kurmikitta number 712 and meets at point 'D1'.

Block 'E'

Serial Number	Name of Mouza (Village)	Thana Number	Police Station (Thana)	District	Area in acres	Remarks
1.	Mahagama	700	Mahagama	Godda	2.41	Part
Total :						2.41 Acres (Approximately) or 0.975 Hectares (Approximately)

1. Plots to be acquired in mouza Mahagama:
1162/1218, 1163, 1164

BOUNDARY DESCRIPTION

E1—E2 Line passes through southern line of plot number 1218 of mouza Mahagama number 700, passes through plot number 1218, line passes through western and southern line of plot number 1162 and meets at point 'E2'.

E2—E3 Line passes through western line of plot number 1166 of mouza Mahagama number 700, passes through western and southern line of plot number 1165, line passes along with southern line of plot number 1169 and meets at point 'E3'.

E3—E4 Line passes through northern and western line of plot number 1189 of mouza Mahagama number 700, line passes along with northern line of plot number 1190 and meets at point 'E4'.

E4—E1 Line passes through eastern line of plot numbers 1109, 1111 of mouza Mahagama number 700, line passes through eastern and northern line of plot number 1112, line passes through eastern line of plot number 1113, line passes along with northernline of plot number 1114 and meets at point 'E1'

Block 'F'

Sl. No.	Name of Mouza (Village)	Thana Number	Police Station (Thana)	District	Area in acres	Remarks
1.	Basua	692	Mahagama	Godda	2.01	Part
Total :						2.01 Acres (Approximately) or 0.813 Hectares (Approximately)

1. Plot to be acquired in mouza Basua :
32/149.

BOUNDARY DESCRIPTION

F1—F2 Line passes through plot number 32/149 of mouza Basua number 692 and meets at point 'F2'.

F2—F3 Line passes through plot number 32/149 of mouza Basua number 692 and meets at point 'F3'.

F3—F4 Line passes along with plot number 32/152 of mouza Basua number 692 and meets at point 'F4'.

F4—F5 Line passes eastern side of plot number 32/159 of mouza Basua number 692, passes along with eastern and northern line of plot number 32/153 and meets at point 'F5'.

F5—F1 Line passes along with joint boundary line of mouza Basua number 692 and Murlitok number 691 and meets at point 'F1'.

Block 'G'

Sl. No.	Name of Mouza (Village)	Thana Number	Police Station (Thana)	District	Area in acres	Remarks
1.	Basua	692	Mahagama	Godda	0.74	Part
Total : 0.74 Acres						(Approximately) cr
0.299 Hectares						(Approximately)
Grand Total—(Block 'A' to Block 'G') —13.70 Acres (Approximately) or 05.54 Hectares (Approximately).						

1. Plot to be acquired in mouza Basua :
32/158

BOUNDARY DESCRIPTION

G1—G2 Line passes through southern and eastern line of plot number 32/155 of mouza Basua number 692 and meets at point 'G2'.

G2—G3 Line passes along with western line of plot number 32/154 of mouza Basua number 692 and meets at point 'G3'.

G3—G4 Line passes along with northern line of plot number 32/154 of mouza Basua number 692 and meets at point 'G4'.

G4—G1 Line passes along with eastern line of plot number 32/154 of mouza Basua number 692 and meets at point 'G1'.

[No. 43015/6/97-LW/PRIW]
K. S. KROPHA, Director

शुद्धि -पत्र

नई दिल्ली, 11 नवम्बर, 1999

का.आ. 3489.—भारत के राजपत्र भाग-II, खंड-3,
उपखंड-(ii) में तारीख 25 विसम्बर, 1999 के पृष्ठ क्रमांक
6012 से 6014 पर प्रकाशित भारत सरकार के कोयसा
मंत्रालय की अधिसूचना का.आ. 2716 तारीख 8 सितम्बर,
1999 में

पृष्ठ क्रमांक 6012 पर

1. अनुसूची में

“रुद्रपुरो भूमिगत खान” के स्थान पर “खापुरी भूमि-
गत खान” परिवर्तित हो गया।

2. गांव का नाम स्तम्भ में

“उरथान” के स्थान पर “उरधन” परिवर्तित हो गया।

3. भेद्र हैंडेर में, के स्थान में

“40.487” के स्थान पर “40.897” पढ़िए।

पृष्ठ अमांक 6013 पर

भीमा बर्जन में

1. रेखा इन्ह में “ग्राम बोखरी” के स्थान पर “ग्राम बोहकाई” पढ़िए।

2. रेखा ४-४ में “ग्राम चोखरी” के स्थान पर “ग्राम बोहकाई” पढ़िए।

3. रेखा न-५ में “ग्राम टुमरी” के स्थान पर “ग्राम जूरी” पढ़िए।

[फा.सं. 43015/2/99-पी.आर.आई.डब्ल्यू]

के. एम. क्रोफा, निदेशक

नई दिल्ली, 15 नवम्बर, 1999

CORRIGENDUM

New Delhi, the 11th November, 1999

S.O. 3489.—In the notification of the Government of India in the Ministry of Coal number S.O. 2716, dated the 8th September, 1999, published at pages 6012 to 6014 of the Gazette of India, Part-II, Section 3, Sub-section (ii), dated the 25th September, 1999—

at page 6014 :

in the Schedule, in column ‘Area in hectares’ in line 2, for “70.540” read “79.540”.

[No. 43015/2/99-PRIW]

K. S. KROPHA, Director

का.आ. 3490.—केन्द्रीय सरकार ने कोयला धारक भेद्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन भारत के राजपत्र भाग 2, खंड 3 उपखंड (ii), नारीख 31 जनवरी, 1998 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. सं. 233, तारीख 17 दिसम्बर, 1997 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिष्ट परिक्षेत्र की भूमि में जिसका माप 587.57 हैक्टर (लगभग) या 1451.31 एकड़ (लगभग) है, कोयले का पूर्वोक्त करने के अपने आपमय की सूचना दी थी;

और केन्द्रीय सरकार को यह समाधान हो गया है कि उक्त भूमि में कोयला अभियाप्त है।

अतः अब, केन्द्रीय सरकार उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रवत्त शक्तियों का प्रयोग करते हुये इससे संलग्न अनुसूची में विणित 587.57 हैक्टर (लगभग) या 1451.31 एकड़ (लगभग) माप की भूमि में या ऐसी भूमि में या उन पर के अधिकारों का अर्जन करने के अपने आपमय की सूचना देती है।

टिप्पण 1 : इस अधिनियम के प्रयोगित ग्रान्ति वाले क्षेत्र के रेखांक सं. ईसी ८८/प्रारंजे एम एल/सी जी एम/एल ए-६७, तारीख 27-७-१९९८ का निरीक्षण आयुक्त, जिला गोदावरी (विहार) के कार्यालय में या कोयला नियंत्रक, १, कार्डिनल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या निदेशक (तकनीकी) योजना और परियोजना, ईस्टर्न कॉन्वर्सिल्स लिं., सेंकटोरिया, ढाकघर दिल्लीरगाड़, जिला बर्द्दवान (पश्चिमी बंगाल) के कार्यालय में किया जा सकता है।

टिप्पण 2 : कोयला धारक भेद्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) को धारा 8 के उपबंधों की ओर द्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध हैं।

8. अर्जन के प्रति आक्षेप :—

(1) कोई घटित जो किसी भूमि में जितकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किये जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण :—इस धारा के अर्थात् यह आपांति नहीं मानी जायेगी कि कोई घटित किसी भूमि में कोयला उत्पादन के लिये स्वयं खनन मन्त्रियां करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य घटित को नहीं करनी चाहती।

(2) उपधारा (1) के अधीन प्रत्येक आपांति सक्षम प्राधिकारी को लिखित रूप में की जायेगी और सक्षम प्राधिकारी आपांतिकर्ता को स्वयं सूने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सूनने के पश्चात् और ऐसी अनिरिक्त जांच, यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्ट केन्द्रीय सरकार को उसके विनियोजन के लिये देगा।

(3) इस धारा के प्रयोजनों के लिये वह व्यक्ति किसी भूमि में हितवद्ध समझा जायेगा जो प्रतिकर में हित का वाचा करने का हकदार होता यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अंजित कर लिये जाते हैं।"

टिप्पणी 3 : केन्द्रीय सरकार ने कोयना नियंत्रक, 1 काउंसिल हाउस, स्ट्रीट, कलकत्ता को उक्त अधिनियम के अधीन सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

राजमहल कोलफील्ड्स

रेखांक सं. ६ सी.एल./राजमहल/सी.जी.एम./एल.ए.-६७

सभी अधिकार ब्लाक सं. १ (अंजित को जाने वाली भूमि वर्णन द्वये)

क्रम सं.	मौजा (आम)	थाना सं.	पुलिस थाना	जिला	एकड़ में क्षेत्र	टिप्पणी
1.	पहारपुर	32	बी. डब्ल्यू. सिमरा-1	गोड्डा	11. 00	भाग
2.	वारा सिमरा	33	बी. डब्ल्यू. सिमरा-1	गोड्डा	157. 58	भाग
3.	लोहनार्डिया	45	बी. डब्ल्यू. सिमरा-1	गोड्डा	45. 00	भाग
4.	बसदिया	47	बी. डब्ल्यू. सिमरा-1	गोड्डा	361. 11	भाग
5.	हरखा	50	बी. डब्ल्यू. सिमरा-1	गोड्डा	26. 43	भाग
6.	छोटा भोराई	17	बी. डब्ल्यू. सिमरा-2	गोड्डा	37. 24	भाग
7.	बड़ा भोराई	18	बी. डब्ल्यू. सिमरा-2	गोड्डा	782. 95	भाग

कुल योग 1451. 31 एकड़ (लगभग)

या

587. 57 हेक्टर (लगभग)

1. मौजा पहारपुर थाना सं. 32 में अंजित किये जाने वाले प्लाट :—

14 (भाग)

2. मौजा बड़ा सिमरा थाना सं. 33 में अंजित किये जाने वाले प्लाट :—

687(भाग), 770 से 784, 795 से 811, 811/1041, 812 से 826, 824/1042, 827 से 844, 957 से 971, 977, 1030 से 1032, 1037 से 1040, 1040/1046

3. मौजा लोहनार्डिया थाना सं. 45 में अंजित किये जाने वाले प्लाट :—

404 से 410, 412 से 415, 443 से 461, 467, 468, 655 से 665, 667 (भाग), 668 (भाग), 669 (भाग), 681 से 684, 715, 732 से 751, 753 (भाग), 754 से 780, 780/842, 781 से 798, 799 ती, 800 से 836

4. मौजा बसदिया थाना सं. 47 में अंजित किये जाने वाले प्लाट :—

2 से 162, 162/782, 163, 163/781, 164, 164/780, 165, 166, 166/779, 167 से 341, 341/778, 342 से 422/775, 422/776, 423 से 442, 442/777, 443 से 457, 458(भाग), 459 से 628/774, 629 से 773.

5. मौजा हरखा थाना सं. 50 में अंजित किये जाने वाले प्लाट :—

961 से 966, 1002, 1003, 1004, 1006 से 1016, 1017 (भाग), 1018 से 1023, 1025, 1034(भाग), 1035 (भाग), 1036 (भाग), 1037(भाग).

6. मौजा छोटा भोराई थाना सं. 17 में अंजित किये जाने वाले प्लाट :—

1 से 12, 17 से 19, 21, 25, 25/181, 26 से 32, 36/182, 43, 110 से 127, 127/176, 127/179, 128 से 154, 16 (भाग),

7. मौजा बड़ा भोराई थाना सं. 18 में अंजित किये जाने वाले प्लाट:

112(भाग), 113(भाग), 114, 115, 165 से 400(भाग), 400/2490, 401 से 495, 495/2491, 496 से 715, 756, 759(भाग), 760, 765 से 824, 827, 828, 831 से 833, 837(भाग), 994(भाग), 1102 से 1109, 1116, 1122 से 1132, 1132/2484, 1133 से 1139, 1145 से 1148, 1154, 1155, 1230, 1230 से 1481, 1485(भाग), 1500 से 1535, 1605 से 1611, 1623, 1624, 1629 से 1632, 1634(भाग), 1635 से 1911, 1911/2488, 1912 से 2483, 2486, 1492/2487(भाग)

सीमा वर्णन

क 1—क 2

रेखा, मौजा लोहानडिया सं. 45, प्लाट सं. 416 के दक्षिण, प्लाट मं. 417 के पूर्वी, प्लाट सं. 432 की दक्षिणी और पूर्वी रेखा, प्लाट संध्या 435 की पूर्वी और दक्षिण रेखा, प्लाट सं. 436, 442, 440, 463, 462, 466, 469 के दक्षिण प्लाट संध्या 470 की दक्षिण और पूर्वी रेखा प्लाट सं. 799 की दक्षिण से होकर जाती है, प्लाट सं. 798, प्लाट सं. 653, 654 के दक्षिण से होकर जाती है, प्लाट संध्या 669, 668, 667 से होकर जाती है और प्लाट सं. 666 के दक्षिण और पूर्वी रेखा से होकर जाती है और "क 2" बिन्दु पर मिलती है।

क 2—क 3

रेखा, मौजा लोहानडिया सं. 45 के प्लाट सं. 679 की दक्षिणी रेखा से होकर जाती है, प्लाट सं. 680 की दक्षिणी और पूर्वी रेखा, प्लाट सं. 674, 687 की पूर्वी रेखा, प्लाट सं. 685 की दक्षिणी और पूर्वी रेखा, प्लाट सं. 702 की पूर्वी रेखा के साथ जाती है। प्लाट सं. 753, 752 की दक्षिणी और पूर्वी रेखा से होकर जाती है, प्लाट सं. 751, प्लाट सं. 731 की दक्षिणी पूर्वी रेखा, प्लाट सं. 730 की पूर्वी रेखा, प्लाट सं. 729 की दक्षिणी रेखा, प्लाट सं. 716 की दक्षिणी और पूर्वी रेखा की सीमा रेखा के साथ-साथ जाती है, मौजा लोहानडिया सं. 45 और बसदिहा सं. 47 की संयुक्त सीमा रेखा के साथ-साथ जाती है और "क 3" बिन्दु पर मिलती है।

क 3—क 4

रेखा, मौजा बसदिहा सं. 47 के प्लाट सं. 1 की दक्षिणी सीमा रेखा के साथ-साथ जाती है, मौजा बसदिहा सं. 47 और हरखा मं. 50 की संयुक्त सीमा रेखा के साथ-साथ जाती है, प्लाट सं. 880, 1005 की दक्षिणी और पूर्वी रेखा के साथ-साथ जाती है, प्लाट सं. 1001 की पूर्वी रेखा, प्लाट सं. 968 की दक्षिणी और पूर्वी रेखा के साथ-साथ जाती है, प्लाट सं. 957, 958, 959, 960 की दक्षिणी सीमा रेखा के साथ जाती है, प्लाट सं. 1024, 1026 की दक्षिणी रेखा के साथ प्लाट सं. 1017 से होते हुये जाती है, प्लाट सं. 1034, 1035, 1036, 1037 से होते हुये जाती है और प्लाट मं. 1040 की पश्चिमी दक्षिणी रेखा से होकर जाती है और "क 4" बिन्दु पर मिलती है।

क 4—क 5

रेखा मौजा हरखा सं. 50 और बसदिहा सं. 47 की संयुक्त सीमा रेखा के साथ-साथ जाती है और हरखा सं. 50 बसदिहा सं. 47 बरांदाह सं. 49 की तिराहा सीमा रेखा पर बिन्दु "क 5" पर मिलती है।

क 5—क 6

रेखा मौजा बरांदाह 49 और बसदिहा सं. 42 की संयुक्त सीमा रेखा से होकर जाती है और मौजा बरांदाह सं. 49, बसदिहा सं. 47 और पहारपुर सं. 48 की तिराहा सीमा रेखा पर बिन्दु "क 6" पर मिलती है।

क 6—क 7

रेखा, मौजा बसदिहा सं. 47 पहारपुर सं. 48 की संयुक्त सीमा रेखा से होकर जाती है और मौजा पहारपुर सं. 48, बसदिहा सं. 47 और तलझड़ी सं. 19 की तिराहा सीमा रेखा पर बिन्दु "क 7" पर मिलती है।

क 7—क 8

रेखा, मौजा तलझड़ी सं. 19 और बसदिहा सं. 47 की संयुक्त सीमा रेखा के साथ-साथ जाती है और मौजा तलझड़ी सं. 19, बसदिहा सं. 47, बड़ा भोराई सं. 18 की तिराहा सीमा रेखा पर बिन्दु "क 8" पर मिलती है।

क 8—क 9

रेखा, मौजा तलझड़ी सं. 19 और बड़ा भोराई सं. 18 की संयुक्त सीमा रेखा के साथ-साथ जाती है और मौजा तलझड़ी मं. 19, बड़ा भोराई सं. 18 के केशगरिया सं. 20 की तिराहा सीमा रेखा के "क 9" बिन्दु पर मिलती है।

क 9—क 10 रेखा, मौजा केशगरिया सं. 20 और बड़ा भोराई सं. 18 की संयुक्त सीमा रेखा के साथ-साथ जाती है और मौजा केशगरिया सं. 20, बड़ा भोराई सं. 18, छोटा भोराई सं. 17 की तिराहा सीमा रेखा पर बिन्दु "क 10" पर मिलती है।

क 10—क 11 रेखा, छोटा भोराई सं. 17 और बड़ा भोराई सं. 18 की संयुक्त सीमा रेखा से होकर जाती है और "क 11" बिन्दु पर मिलती है।

क 11—क 12 रेखा, मौजा छोटा भोराई सं. 17 के प्लाट सं. 160 की उत्तरी सीमा रेखा के साथ-साथ, प्लाट सं. 156 की उत्तरी और पश्चिमी रेखा के साथ, प्लाट सं. 155 की पूर्वी और पश्चिमी रेखा के साथ-साथ प्लाट सं. 178 की उत्तरी रेखा के साथ-साथ, प्लाट सं. 109, 108 की उत्तरी और पश्चिमी रेखा के साथ-साथ प्लाट सं. 107 की पश्चिमी रेखा के साथ-साथ जाती है, प्लाट सं. 161 से होकर जाती है, प्लाट सं. 35 की उत्तरी रेखा के साथ-साथ प्लाट सं. 33 की उत्तरी और पूर्वी रेखा के साथ-साथ प्लाट सं. 79, 183, 41, 42, 44, 24, 20, 15, 16 की उत्तरी पूर्वी रेखा के साथ-साथ जाती है, प्लाट सं. 14 की उत्तरी और पूर्वी रेखा के साथ-साथ जाती है और "क 12" बिन्दु पर मिलती है।

क 12—क 13 रेखा, छोटा भोराई सं. 17 और बड़ा भोराई सं. 18 की संयुक्त सीमा रेखा के साथ-साथ जाती है और मौजा छोटा भोराई सं. 17, बड़ा भोराई सं. 18 और पहारपुर सं. 32 की तिराहा सीमा रेखा पर बिन्दु "क 13" पर मिलती है।

क 13—क 14 रेखा, मौजा पहारपुर सं. 32, बड़ा भोराई सं. 18 की संयुक्त सीमा रेखा के साथ-साथ जाती है और मौजा पहारपुर सं. 32, बड़ा भोराई सं. 18, बड़ा सिमरा सं. 34 की तिराहा सीमा रेखा पर बिन्दु "क 14" पर मिलती है।

क 14—क 15 रेखा, मौजा पहारपुर सं. 32, बड़ा सिमरा सं. 33 की संयुक्त सीमा रेखा के साथ-साथ जाती है और मौजा पहारपुर सं. 32 के प्लाट सं. 14 से होते हुये जाती है और मौजा पहारपुर सं. 32, बड़ा सिमरा सं. 33, छोटा सिमरा सं. 34 की तिराहा सीमा रेखा पर बिन्दु "क 15" पर मिलती है।

क 15—क 16 रेखा, छोटा सिमरा सं. 34, बड़ा सिमरा सं. 33 की संयुक्त सीमा रेखा के साथ-साथ जाती है और "क 16" बिन्दु पर मिलती है।

क 16—क 17—क 18 रेखा, मौजा बड़ा सिमरा सं. 33 के प्लाट सं. 1034, 1033 की पश्चिमी और दक्षिणी रेखा के साथ-साथ, प्लाट सं. 1035 की दक्षिणी रेखा के साथ-साथ, प्लाट सं. 1029 की दक्षिणी और पूर्वी रेखा के साथ जाती है, प्लाट सं. 1028 की पूर्वी रेखा के साथ-साथ जाती है और "क 18" बिन्दु पर मिलती है।

क 18—क 19—क 20 रेखा, प्लाट सं. 976, 972, 975 की दक्षिणी रेखा के साथ-साथ प्लाट सं. 979 की पूर्वी रेखा, प्लाट सं. 978 की दक्षिणी और पूर्वी रेखा, प्लाट सं. 1025 की पश्चिमी और दक्षिणी रेखा के साथ-साथ मौजा बड़ा सिमरा के प्लाट सं. 1027, 1024 की पश्चिमी रेखा के साथ जाती है, प्लाट सं. 954, 955, 956 की पश्चिमी रेखा के साथ जाती है और "क 20" बिन्दु पर मिलती है।

क 20—क 21 रेखा प्लाट सं. 949, 948, 947 की दक्षिणी और पूर्वी रेखा के साथ-साथ मौजा बड़ा सिमरा के प्लाट सं. 956 की दक्षिणी रेखा के साथ-साथ जाती है, प्लाट सं. 848, 847, 845 की पूर्वी रेखा के साथ-साथ जाती है और "क 21" बिन्दु पर मिलती है।

क 21—क 22 रेखा, मौजा बड़ा सिमरा सं. 33 के प्लाट सं. 686, 663, 662, 661, 653, 652, 651 की दक्षिणी रेखा के साथ जाती है, प्लाट सं. 723 की दक्षिणी रेखा, प्लाट सं. 793, 794 की पूर्वी रेखा के साथ-साथ प्लाट सं. 787, 786, 785 की दक्षिणी रेखा के साथ प्लाट सं. 789 की दक्षिमी और दक्षिणी रेखा के साथ, प्लाट सं. 769 की दक्षिणी और पूर्वी रेखा के साथ 687 से होकर जाती है और "क 22" बिन्दु पर मिलती है।

क-22-क23 रेखा, प्लाट सं. 1140, 1227, 1228, 1229, 1485, 1482 की दक्षिणी रेखा के साथ-साथ प्लाट सं. 1144 की पश्चिमी और दक्षिणी रेखा के साथ-साथ प्लाट सं. 1143 की पश्चिमी रेखा के साथ प्लाट सं. 1110, 1114, 1115, 1117, 1121, 1149, 1151, 1153, 1156 की दक्षिणी रेखा के साथ-साथ मौजा बड़ा भोराई सं. 18 के प्लाट सं. 1099, 1100 की दक्षिणी और पूर्वी रेखा के साथ-साथ मौजा बड़ा पिमरा सं. 33, बड़ा भोराई सं. 18 की संयुक्त सीमा रेखा से होते हुये जाती है, प्लाट मं. 1485 से होते हुये जाती है और “क23” बिन्दु पर मिलती है।

क-23-क24 रेखा, प्लाट सं. 1486 की पूर्वी रेखा के साथ-साथ मौजा बड़ा भोराई सं. 18 के प्लाट सं. 1485 की दक्षिणी और पूर्वी रेखा के साथ-साथ जाती है, रेखा प्लाट सं. 1615, 1604 की पूर्वी रेखा के साथ-साथ प्लाट सं. 1614 की पूर्वी और उत्तरी रेखा के साथ-साथ प्लाट सं. 1612, 1613 की दक्षिणी और पूर्वी रेखा के साथ-साथ प्लाट सं. 1625, 1621 की पूर्वी रेखा के साथ-साथ प्लाट सं. 1625 की दक्षिण पूर्वी और उत्तरी रेखा के साथ-साथ प्लाट सं. 1628 की दक्षिणी और पूर्वी रेखा के साथ-साथ प्लाट सं. 1627 की दक्षिणी रेखा, प्लाट सं. 1633 की पूर्वी रेखा के साथ-साथ प्लाट सं. 1634 की दक्षिणी और पूर्वी रेखा के साथ-साथ प्लाट सं. 1538, 1539 की पूर्वी रेखा के साथ प्लाट सं. 1499, 1492, 1543, 1536, 1537 की दक्षिणी और पूर्वी रेखा के साथ-साथ जाती है, प्लाट मं. 994 में होते हुये जाती है, प्लाट सं. 834 की पूर्वी रेखा के साथ-साथ प्लाट सं. 830 की दक्षिणी पूर्वी रेखा के साथ-साथ प्लाट मं. 825, 826, 829 की पूर्वी रेखा के साथ-साथ जाती है, प्लाट मं. 837 में होते हुये जाती है और “क24” बिन्दु पर मिलती है।

क24-क25 रेखा, मौजा बड़ा भोराई के प्लाट सं. 764, 761, 753 की पूर्वी रेखा के साथ-साथ जाती है। प्लाट सं. 716 के पूर्व और उत्तरी के साथ-साथ प्लाट सं. 717 की दक्षिणी रेखा के साथ साथ प्लाट सं. 755 की पूर्वी रेखा के साथ-साथ प्लाट सं. 758, 757 की पूर्वी रेखा के साथ प्लाट सं. 759 से होते हुये जाती है। प्लाट सं. 163, 164 की पूर्वी और उत्तरी रेखा के साथ-साथ, सिमरा बोआरीजोर पी.डब्ल्यू. डी. सड़क के साथ-साथ होते हुये जाती है। प्लाट सं. 126, 125 की पूर्वी और उत्तरी रेखा के साथ-साथ प्लाट सं. 161, 130, 127 की पूर्वी रेखा के साथ-साथ जाती है। प्लाट सं. 117 की पूर्वी और उत्तरी रेखा के साथ प्लाट सं. 124, 116 की पूर्वी रेखा के साथ जाती है, रेखा प्लाट सं. 113, 112 से होते हुये जाती है, प्लाट सं. 109 की उत्तरी रेखा के साथ जाती है। प्लाट सं. 111 की पूर्वी रेखा के साथ-साथ जाती है और “क25” बिन्दु पर मिलती है।

क25-क1 रेखा मौजा बड़ा भोराई सं. 18 और लोहानडिया सं. 45 की संयुक्त सीमा से होकर जाती है। प्लाट सं. 403 की पूर्वी रेखा के साथ-साथ जाती है, प्लाट सं. 402 की पूर्वी और उत्तरी रेखा के साथ जाती है, प्लाट सं. 307 की पूर्वी रेखा के साथ-साथ जाती है और आर्थिक बिन्दु “क1” पर मिलती है।

[फा. सं. 43015/5/97—एल. डब्ल्यू./पी.आर.आई डब्ल्यू.]

के एस. क्रीफा, निदेशक

New Delhi, the 15th November, 1999

S. O. 3490.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 233 dated the 17th December, 1997 published in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated the 31st January, 1998 under Sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government gave notice of its intention to prospect for coal in 1451.31 acres (approximately) or 587.57 hectares (approximately) of lands in the locality specified in the Schedule annexed to that notification;

And, whereas the Central Government is satisfied that coal is obtainable in a major portion of the said lands.

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the said lands measuring 1451.31 acres (approximately) or 587.57 hectares (approximately) situated in the locality specified in the Schedule annexed thereto.

Note 1.—The plan bearing No. ECL/RJMI/CGM/LA-67 dated 27-07-1998 of the area covered by this notification may be inspected in the office of the Deputy Commissioner, District Gcdda (B har) or in the office of the Coal Controller, 1, Council House Street, Calcutta or in the office of the Director (Technical) (Planning and Project) Eastern Coalfields Limited, Sanctoria, Post Office Dishergarh, District Burdwan (West Bengal).

Note 2. Attention is hereby invited to the provisions of Section 8 of the Coal Bearing Area (Acquisition and Development) Act, 1957 (20 of 1957), which provides as follows :—

"8. (1) Objection to acquisition : Any person interested in any land in respect of which a notification under Section 7 has been issued may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of land or of any rights in or over such land.

Explanation :—It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operation should not be undertaken by the Central Government or by any other person.

(2) Every objection under Sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either make a report in respect of the land which has been notified under Sub-section (1) of Section 7 or of right in or over such land or make different reports in respect of different parcels of such land or of rights in or over such land to the Central Government, containing his recommendation on the objections, together with the record of the proceedings held by him, for the decision of that Government.

(3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this act."

Note 3.—The Coal Controller, 1, Council House Street Calcutta has been appointed by the Central Government, as the competent authority under the Act.

SCHEDULE

RAJMAHAL COALFIELDS

Drawing no. ECL/Rajmahal/CGM/LA-67

Dated : 27th July, 1998

All Rights Block No. I (Showing lands to be acquired)

Sl. No.	Name of mouza (Village)	Thana Number	Police Station	District	Area in acres	Remarks
1	2	3	4	5	6	7
1. Paharpur	32	BW Simra—I	Gedda	41.00		Part
2. Bara Simra	33	BW Simra-I	Gedda	157.58		Part
3. Lohandia	45	BW Simra-I	Gedda	45.00		Part
4. Basdiha	47	BW Simra-I	Gedda	361.11		Part
5. Harakaha	50	BW Simra-I	Gedda	26.43		Part
6. Chhota Bhorai	17	BW Simra-II	Gedda	37.24		Part
7. Bara Bhorai	18	BW Simra-II	Gedda	782.95		Part

Total : 1451.31 acres (approximately) or 587.57 hectares (approximately)

01. Plots to be acquired in Mouza Paharpur, Thana No. 32 :
14 (Part).

02. Plots to be acquired in Mouza Bara Simra, Thana No. 33 :

687 (Part), 770 to 784, 795 to 811, 811/1041, 812 to 826, 824/1042, 827 to 844, 957 to 197, 677, 1030 to 1035, 1037 to 1040, 1040/1046.

03. Plots to be acquired in Mouza Lohandia, Thana No. 45 ;
404 to 410, 412 to 415, 443 to 461, 467, 468, 655 to 665, 667 (Part), 668 (Part), 669 (Part), 681 to 684, 715, 732 to 751, 753 (Part), 754 to 780, 780/842, 781 to 798, 799 (Part), 800 to 836.

04. Plots to be acquired in Mouza Basdiha, Thana No. 47 :
2 to 162, 162/782, 163, /163, /781, 164, 164/780, 165, 166, 166/779, 167 to 341, 341/778, 342 to 422, 422/775, 422/776, 423 to 442, 442/777, 443 to 457, 458 (Part), 459 to 628/774, 629 to 773.

05. Plots to be acquired in Mouza Harakha, Thana No. 50 :
961 to 966, 1002, 1003, 1004, 1006 to 1016, 1017 (Part), 1018 to 1023, 1025, 1034 (Part), 1035 (Part), 1036 (Part) 1037 (Part).

06. Plots to be acquired in Mouza Chhota Bhorai, Thana No. 17 :
1 to 12, 17 to 19, 21, 25, 25/181, 26 to 32, 36/182, 43, 110 to 127, 127/176, 127/179, 128 to 154, 161 (Part),

07. Plots to be acquired in Mouza Bara Bhorai, Thana No. 18 :
112 (Part), 113 (Part), 114, 115, 165 to 400, 400/2490, 401 to 495, 495/2491, 496 to 715, 756, 759 (Part), 760 765 to 824, 827, 828, 831 to 833, 837 (Part), 994 (Part), 1102 to 1109, 1116, 1122 to 1132, 1132/2484, 1133 to 1139, 1145 to 1148, 1154, 1155, 1230 to 1481, 1485 (Part), 1500 to 1535, 1605 to 1611, 1623, 1624, 1629 to 1632, 1634 (Part) 1635 to 1911, 1911/2488, 1912 to 2483 2486, 1492/2487 (Part).

BOUNDARY DESCRIPTION

A1—A2 Line passes through mouza Lohandia No. 45, south of plot No. 416, east of plot No. 417, south and east line of plot No. 432, east and south line of plot No. 435, south of plot No. 436, 442, 440, 463, 462, 466, 469, south and eastern line of plot No. 470, south line of plot No. 799, passes through plot No. 799, south of plot No. 653, 654, passes through plot No. 669, 668, 667 and passes along with southern and eastern line of plot No. 666 and meet at point 'A2'.

A2—A3 Line passes through southern line of plot No. 679 of mouza Lchandia No. 45, passes southern and eastern line of plot No. 680, eastern line of plot No. 674, 687, southern and eastern line of plot No. 685, eastern line of plot No. 702, passes through plot No. 753, southern and eastern line of 752, passes through plot No. 751, southern and eastern line of plot No. 731, eastern line of plot No. 730, southern line of plot No. 731, eastern line of plot No. 730, southern line of plot No. 729, passes along with boundary line of southern and eastern line of plot No. 716, passes along with joint boundary line of mouza Lchandia No. 45 and Basdiha No. 47 and meet at point 'A3'.

A3—A4 Line passes along with southern boundary line of plot No. 1 of mouza Basdiha No. 47, passes along with joint boundary line of mouza Basdiha No. 47 and Harakha No. 50, passes along with southern and eastern line of plot No. 880, 1005, passes along with eastern line of plot No. 1001, southern and eastern line of plot No. 968, passes along with southern boundary line of plot No. 957, 958, 959, 960, passes through plot No. 1017, along with southern line of plot No. 1024, 1026, passes through plot No. 1034, 1035, 1036, 1037 and passes through western southern line of plot No. 1040 and meets at point 'A4'.

A4—A5 Line passes through joint boundary line of mouza Harakha No. 50 and Basdiha No. 47 and at trio boundary line of Harakha No. 50, Basdiha No. 47, Verandah No. 49 at point 'A5'.

A5—A6 Line passes through joint boundary line of mouza Verandah No. 49 and Basdiha No. 47 and meets at Trio boundary line of mouza Verandah No. 49, Basdiha No. 47 and Paharpur No. 48 at point 'A6'.

A6—A7 Line passes through joint boundary line of mouza Basdiha No. 47 Paharpur No. 48 and meets at trio boundary line of mouza Paharpur No. 48, Basdiha No. 47 and Taljhari No. 19 at point 'A7'.

A7—A8 Line passes along with joint boundary line of mouza Taljhari No. 19 and Basdiha No. 47 and at trio boundary line of mouza Taljhari No. 19, Basdiha No. 47, Bara Bhorai No. 18 at point 'A8'.

A8—A9 Line passes along with joint boundary line of mouza Taljhari No. 19 and Bara Bhorai No. 18 and meets at trio boundary line of mouza Taljhari No. 19, Bara Bhorai No. 18, Keshgaria No. 20 at point 'A9'.

A9—A10 Line passes along with joint boundary line of mouza Keshgaria No. 20 and Bara Bhorai No. 18 and meets at trio boundary line of mouza Keshgaria No. 20, Bara Bhorai No. 18, Chhota Bhorai No. 17 and point 'A10'.

A10—A11 Line passes through joint boundary line of Chhota Bhorai No. 17 and Bara Bhorai No. 18 and meets at point 'A11'.

A11—A12 Line passes along with northern boundary line of plot No. 160 of mouza Chhota Bhorai No. 17, along with northern and western line of plot No. 156 along with eastern and western line of plot No. 155 along with northern line of plot No. 178, along with northern and western line of plot No. 109, 108, along with western line of plot No. 107, passes through plot No. 161, passes along with northern line of plot No. 35, along with eastern and northern line of plot No. 33, along with northern western line of plot No. 79, 183 41, 42, 44, 24, 20, 15, 16, passes along with northern and eastern line of plot No. 14 and meets of point 'A12'.

A12—A13 Line passes along with joint boundary line of Chhota Bhorai No. 17 and Bara Bhorai No. 18 and meets at trio boundary line of mouza Chhota Bhorai No. 17, Bara Bhorai No. 18 and Paharpur No. 32 meets at point 'A13'.

A13—A14 Line passes along with joint boundary line of mouza Paharpur No. 32, Bara Bhorai No. 18 and meets at trio boundary line of mouza Paharpur No. 32, Bara Bhorai No. 18, Bara Simra No. 33, meets at point 'A14'.

A14—A15 Line passes along with joint boundry line of mouza Paharpur No. 32, Bara Simra No. 33 and passes through plot No. 14, of mouza Paharpur No. 32 and meets at trio boundary line of mouza Paharpur No. 32, Bara Simra No. 33, Chhota Simra No. 34 at point 'A15'.

A15—A16 Line passes along with joint boundary line of Chhota Simra No. 34, Bara Simra No. 33 meets at point 'A16'.

A16—A17—A18 Line passes along with western and southern line of plot No. 1034, 1033 of mouza Bara Simra No. 33 along with southern line of plot No. 1035, southern and eastern line of plot no. 1029, passes along with eastern line of plot No. 1028 meets at point 'A18'.

A18—A19—A20 Line passes along with western line of plot No. 1027, 1024 of mouza Bara Simra along with western and southern line of plot No. 1025, southern and eastern line of plot No. 978, eastern line of plot No. 979 along with southern line of plot No. 976, 972, 975, passes along with western line of plot No. 954, 955, 956 meets at point 'A20'.

A20—A21 Line passes along with southern line of plot No. 956 of mouza Bara Simra along with southern and eastern line of plot No. 949, 948, 947 passes along with eastern line of plot No. 848, 847, 845 meets at point 'A21'.

A21—A22 Line passes along with southern line of plot No. 686, 663, 662, 661, 653, 652, 651 of mouza Bara Simra No. 33, passes through 687 along with southern and eastern line of plot No. 769 along with western and southern line of plot No. 789 along with southern line of plot No. 787, 786, 785 along with eastern line of plot No. 793, 794 southern line of plot No. 723 and meets at point 'A22'.

A22—A23 Line passes though joint boundary line of mouza Bara Simra No. 33, Bara Bhorai No. 18 along with southern and eastern line of plot No. 1099, 1100 of mouza Bara Bhorai No. 18 along with southern line of plot No. 1110, 1114, 1115, 1117, 1121, 1149, 1151, 1153, 1156 along with western line of plot No. 1143 along with western and southern line of plot No. 1144 along with southern line of plot No. 1140, 1227, 1228 1229 1483, 1482 passes thorugh plot No. 1485 and meets at point 'A23'.

A23—A24

Line passes along with southern and eastern line of plot No. 1485 of mouza Bara Bhorai No. 18 along with eastern line of plot No. 1486, line passes along with southern and eastern line of plot No. 1499, 1492, 1543, 1536, 1537 along with eastern line of plot No. 1538, 1539 along with southern and eastern line of plot No. 1634 along with eastern line of plot No. 1633, southern line of plot No. 1627 along with southern and eastern line of plot No. 1628, southern, line of plot No. 1625, along with eastern line of plot No. 1622, 1621 along with southern, eastern and northern line of plot No. 1612, 1613 along with eastern line of plot No. 1614, along with eastern line of plot No. 1615, 1604, passes through plot No. 994, passes along with eastern line of plot No. 825, 826, 829 along with southern, eastern line of plot No. 830, along with eastern line of plot No. 834, passes through plot No. 837 and meets at point 'A24'.

A24—A25

Line passes along with eastern line of plot No. 764, 761, 753, of mouza Bara Bhorai, passes through plot No. 759 along with eastern line of plot No. 758, 757 along with eastern line of plot No. 755, along with southern line of plot No. 717, along with eastern and northern of plot No. 716, passes through side by side Simra-Ecarijore P.W.D. road along with eastern and northern line of plot No. 163, 164 line passes along with eastern line of plot No. 161, 130, 127 along with eastern and northern line of plot No. 126, 125, passes along with eastern line of plot No. 125, 116, along with eastern and northern line of plot No. 117, line passes through plot No. 113, 112, passes along with northern line of plot No. 109, passes along with eastern line of plot No. 111 and meets at Point 'A25'.

A25—A1

Line passes through joint boundary line of mouza Bara Bhorai No. 18 and Lohandia No. 45 passes along with eastern line of plot No. 403, passes along with eastern and northern line of plot No. 402, passes along with eastern line of plot No. 307 and meets at point 'A1'.

[F. No. 43015/5/97-LW/PRIW]

K.S. KROPHA, Director

गोदिपत्र

नई दिल्ली, 19 नवम्बर, 1999

का.पा. 3491.—भारत के राजपत्र भाग-II, खंड-3,
उपखंड (ii) में तारीख 16 अक्टूबर, 1999 के पृष्ठ
क्रमांक 6539 से 6544 पर प्रकाशित भारत सरकार के
कोषसा भंडालय की अधिसूचना का.पा. 2946 तारीख
'23 सितंबर, 1999 में

पृष्ठ क्रमांक 6539 पर

1. अधिसूचना में

- (i) द्वितीय परिच्छेद की पहली पंक्ति में "1090 एकड़" के स्थान पर "1090.15 एकड़" पढ़िये।
- (ii) परिच्छेद पांच के (ख) के पहली पंक्ति में "281.30 एकड़" के स्थान पर "281.38 एकड़" पढ़िये।
- (iii) चौथी पंक्ति में तथा अनुसूची 'क' में "रेखांक सं.सी. 1ई 3/जे आर/656-0299" के स्थान पर "रेखांक सं.सी. 1ई III जे आर/656-0299" पढ़िये।

पृष्ठ क्रमांक 6540 पर

1. सीमा वर्णन में

- (i) रेखा 'क-ख' के दूसरी पंक्ति में "56 की बाहरी सीमा" के स्थान पर "59 की बाहरी सीमा" पढ़िये।
- (ii) रेखा ख-ग के दूसरी पंक्ति में "62/1" के स्थान पर "62/1-62/2" पढ़िये तथा चौथी पंक्ति में "81 1-81/2-81/3" के स्थान पर "81/1-81/2-81/3" पढ़िये।
- (iii) रेखा घ-क के पहली पंक्ति में "89/1-89/2-8/9/3" के स्थान पर 89/1-89/2-89/3" पढ़िये।

अनुसूची ख में

"खनन अधिकारी" के स्थान पर "खनन अधिकार" पढ़िये।

ग्राम चारवत में अंजित किये गये प्लॉट सं. में "137/1ज" के स्थान पर "137/1ज" पढ़िये।

पृष्ठ क्रमांक 6541 में

"ग्राम माना में अंजित किये गये प्लॉट सं." के स्थान पर "ग्राम माना में अंजित किये गये प्लॉट सं." पढ़िये।
ग्राम माना में अंजित किये गये प्लॉट सं. में पहली पंक्ति में "24" के स्थान पर "74" पढ़िये।

2. सीमा वर्णन में

(i) रेखा शब्द में

“मदी को पार करती है” के स्थान पर “मङ्क
को पार करती है” पढ़िये।

(ii) रेखा च-ट में “ज-ट” के स्थान पर “ज-ग” पढ़िये।

(iii) अंतिम पंक्ति में “गजरती” के स्थान पर
“गुजरती” पढ़िये।

[सं. 43015/2/97-एन.डब्ल्यू./पी.आर
आई. डब्ल्यू.]

के.एस. ओफा, निदेशक

CORRIGENDUM

New Delhi, the 19th November, 1999

S.O. 3491.—In the notification of the Government of India in the Ministry of Coal No. S.O. 2946 dated the 23rd September, 1999 published at pages 6539 to 6544 of the Gazette of India, Part-II, Section 3, Sub-section (ii) dated the 16th October, 1999,—

at page 6543

(1) in plot numbers acquired in village Arwat—
In line 2,

for “80|1-89|2-89|3” read “89|1-89|2-89|3”;

(2) In schedule ‘B’,—

(i) for “plant No.” read “plan No.”

(ii) below plan No. read “MINING RIGHTS”

(iii) In plot numbers acquired in village Mana
for “to 80” read “77 to 80”.

[No. 43015]2|97-LW[PRIW]

K. S. KROPHA, Director

स्वास्थ्य और परिवार कल्याण भवालय

(स्वास्थ्य विभाग)

आदेश

नई दिल्ली, 22 अक्टूबर, 1999

का.आ०. 3492.—बंगलौर यूनिवर्सिटी स्कूल ऑफ
मेडिसिन, संयुक्त राज्य अमेरिका द्वारा प्रदत्त एम.डी. की
चिकित्सीय अर्हता भारतीय आयुर्विज्ञान परिषद अधिनियम,
1956 (1956 का 102) के प्रयोजन के लिए एक मान्यता-
प्राप्त चिकित्सीय अर्हता है,

और डा. रिवाकाह ए. नयलार जिनके पास उक्त अर्हता
है, इस समय पूर्त कार्य के लिए बंगलौर बेपटिस्ट अस्पताल,
बंगलौर से संलग्न है,

अतः अब केन्द्रीय सरकार उक्त अधिनियम की धारा 14
की उपधारा (i) के उपबंध के खंड (n) के अनुसरण
में :—

(1) 23 अक्टूबर, 2000 तक की अवधि को या

(2) जिस अवधि के दौरान डा. रिवाकाह ए. नयलार,
बंगलौर बेपटिस्ट अस्पताल, बंगलौर से संबद्ध
हैं, जो भी संघुतरहोको उस अवधि के रूप में
विनियोग करती है जिस तक उक्त डाक्टर द्वारा
चिकित्सा व्यवसाय करना सीमित रहेगा।

[सं. वी.-11016/10/93-एम ई (यूजी)]

एन्ड्रू के० मिश्रा, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

ORDER

New Delhi, the 22nd October, 1999

S.O. 3492.—Whereas the Medical Qualifications M.D. granted by Vanderbilt University School of Medicine, U.S.A. is a recognised Medical Qualification for the purpose of the Indian Medical Council Act, 1956 (102 of 1956);

And whereas, Dr. Rebakah A. Naylor who possess the said qualification is at present attached to Bangalore Baptist Hospital, Bangalore for charitable work;

Now, therefore, in pursuance of clause (c) of the said provision to sub-section (1) of section 14 of the said Act, the Central Government hereby specifies :—

(1) the period ending 23rd October, 2000 or

(2) the period during which Dr. Rebakah A. Naylor is attached to Bangalore Baptist Hospital, whichever is shorter, as the period to which the medical practice by the said doctor shall be limited.

[No. V. 11016/10/93-ME(UG)]

S. K. MISHRA, Under Secy.

ग्रादेश

नई दिल्ली, 16 नवम्बर, 1999

का.आ. 3493.—चिकित्सा संस्थान, कीब डारा डा. यूरी बोयको को प्रदत्त चिकित्सा अर्हता डॉक्टर इन स्पोर्ट्स मेडिसिन, भारतीय आर्युविज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 14 के अधीन उक्त अधिनियम के प्रयोजन के लिए एक मान्यता प्राप्त आर्युविज्ञान अर्हता है।

और डॉ. यूरी बोयको, जिनके पास उक्त अर्हता है, पूर्ण कार्य के प्रयोजन के लिए एमेच्योर ऐथलेटिक फेडरेशन आफ इंडिया, जवाहर लाल नेहरू स्टेडियम, लोधी कॉम्प्लेक्स, नई दिल्ली से संलग्न हैं न कि व्यक्तिगत लाभ के लिए;

अतः अब उक्त अधिनियम की धारा 14 की उपधारा (1) के खंड (ग) के अनुसरण में केन्द्र सरकार एतदद्वारा:—

(क) एक वर्ष की अवधि; अथवा

(ख) जिस अवधि के दौरान डा. यूरी बोयको एमेच्योर ऐथलेटिक फेडरेशन आफ इंडिया, जवाहर लाल नेहरू स्टेडियम, लोधी कॉम्प्लेक्स, नई दिल्ली से संलग्न हैं, जो भी लघुतर हो, को उस अवधि के रूप में विनिर्दिष्ट करती है जिस तक डा. यूरी बोयको द्वारा उक्त एमेच्योर ऐथलेटिक फेडरेशन आफ इंडिया, जवाहर लाल नेहरू स्टेडियम, लोधी कॉम्प्लेक्स, नई दिल्ली में चिकित्सा प्रेक्षित सीमित रहेगी।

[संख्या वी.-11016/2/98-एमई (यूजी)]

एस. के. मिश्रा, अवार सचिव

ORDER

New Delhi, the 16th November, 1999

S.O. 3493.—Whereas Medical qualification 'Doctor in Sports Medicine' granted by Medical Institute, Kiev to Dr. Yuriy Boyko is a recognised qualification for the purpose of Indian Medical Council Act, 1956 (102 of 1956) under section 14 of the said Act;

And whereas Dr. Yuriy Boyko who possess the said qualification is attached to Amateur Athletic Federation of India, Jawaharlal Nehru Stadium, Lodhi Complex, New Delhi for the purpose of charitable work and not for personal gain;

Now, therefore, in pursuance of clause (c) of subsection (1) of section 14 of the said Act, the Central Government hereby specifies:—

(a) a period of one year; or

(b) a period during which Dr. Yuriy Boyko is attached to Amateur Athletic Federation of India, Jawaharlal Nehru Stadium, Lodhi

Complex, New Delhi, whichever is shorter, as the period to which medical practice by Dr. Yuriy Boyko in the said Amateur Athletic Federation of India, Jawaharlal Nehru Stadium, Lodhi Complex, New Delhi shall be limited.

[No. V. 11016/2/98-ME(UG)]

S. K. MISHRA, Under Secy.

ग्रादेश

नई दिल्ली, 16 नवम्बर, 1999

का.आ. 3494.—बिटिंश कोलम्बिया विश्वविद्यालय, कनाडा द्वारा प्रदान की गई आर्युविज्ञान अर्हता एम डी भारतीय आर्युविज्ञान परिषद अधिनियम, 1956 (1956 का 102) के प्रयोजन के लिए उक्त अधिनियम की धारा 14 के अधीन एक मान्यता प्राप्त आर्युविज्ञान अर्हता है,

और डा. थिके स्टेबन जिनके पास उक्त अर्हता है, निजी लाभ के लिए नहीं अपितु पूर्ण कार्य के प्रयोजन हेतु कोडाइकनाल अन्तर्राष्ट्रीय स्कूल, कोडाइकनाल में संलग्न है;

अतः अब उक्त अधिनियम की धारा 14 की उपधारा (1) के खंड (ग) के अनुसरण में केन्द्र सरकार एतदद्वारा

(क) एक वर्ष तक की अवधि को, या

(ख) उस अवधि को जिसके दौरान डा. थिके स्टेबन कोडाइकनाल अन्तर्राष्ट्रीय स्कूल, कोडाइकनाल में संलग्न रहते हैं, जो भी लघुतर हो, उस अवधि के रूप में विनिर्दिष्ट करती है जिसके दौरान डा. स्टेबन द्वारा उक्त कोडाइकनाल अन्तर्राष्ट्रीय स्कूल, कोडाइकनाल में की गई प्रैक्टिस परिसीमित होगी।

[सं. वी.-11016/2/99 एम ई (य. जी)]

एस. के. मिश्रा, अवार सचिव

ORDER

New Delhi, the 16th November, 1999

S.O. 3494.—Whereas medical qualification M.D. granted by the University of British Columbia, Canada is a recognised medical qualification for the purpose of Indian Medical Council Act, 1956 (102 of 1956) under section 14 of the said Act;

And whereas Dr. Thicke Steven who possess the said qualification is attached to Kodaikanal International School, Kodaikanal, Tamil Nadu for purpose of charitable work and not for personal gain;

Now, therefore, in pursuance of clause (c) of subsection (1) of section 14 of the said Act, the Central Government hereby specifies:—

(a) a period upto one year; or

(b) the period during which Dr. Thicke Steven is attached to Kodaikanal International School, Kodaikanal whichever is shorter as the period to which medical practice by Dr. Steven in the said Kodaikanal International School, Kodaikanal shall be limited.

[No. V. 11016|2|99-ME(UG)]

S. K. MISHRA, Under Secy.

आदेश

नई दिल्ली, 16 नवम्बर, 1999

का.ग्रा. 3495.—श्री वैकटेश्वर विश्वविद्यालय भारत द्वारा प्रदत्त प्रायुषिकान अर्हता एम. बी.बी. एस. भारतीय प्रायुषिकान परिषद् प्रधिनियम, 1956 (1956 का 102) की धारा 14 के अन्तर्गत इस प्रधिनियम के प्रयोजन के लिए मान्यता प्राप्त प्रायुषिकान अर्हता है:

और डा. अंचला नागेश्वर रेड्डी जिनके पास उक्त अर्हता है श्री सत्य साई इन्स्टीट्यूट आफ हायर मेडिकल साइन्सेस प्रशान्तिग्राम जिला अनन्तपुर, आनन्द प्रदेश से पूर्ण कार्य के लिए संलग्न है न कि व्यक्तिगत लाभ के लिए :

इसलिए केन्द्र सरकार अब उक्त प्रधिनियम की धारा-14 की उपधारा (1) के खण्ड (ग) के अनुसर में ऐसद्वारा :—

(क) एक वर्ष तक की अवधि, अथवा

(ख) उस अवधि को जिसके दौरान डा. अंचला नागेश्वर रेड्डी श्री सत्य साई इन्स्टीट्यूट आफ हायर मेडिकल साइन्सेस, प्रशान्तिग्राम, जिला अनन्तपुर, आनन्द प्रदेश से संलग्न रहते हैं, जो भी लघुतर हो, को ऐसी अवधि के रूप में विनिर्दिष्ट करती है जिस तक डा. रेड्डी द्वारा उक्त श्री सत्य साई इन्स्टीट्यूट आफ हायर मेडिकल साइन्सेस, प्रशान्ति-

ग्राम, जिला अनन्तपुर आनन्द प्रदेश में चिकित्सा व्यवसाय परिसीमित होगा।

[सं. वी.-11016/5/99-एम.ई. (य.जी.)]

एम. के. मिश्रा, अवार सचिव

ORDER

New Delhi, the 16th November, 1999

S.O. 3495.—Whereas Medical qualification M.B.B.S. granted by the Sri Venkateswara University, India is a recognised medical qualification for the purpose of Indian Medical Council Act, 1956 (102 of 1956) under section 14 of the said Act;

And Whereas Dr. Anchala Nageswara Reddy who possess the said qualification is attached to Sri Sathya Sai Institute of Higher Medical Sciences, Prashanthigram, Anantapur District, A.P. for purpose of charitable work and not for personal gain;

Now, therefore, in pursuance of clause (c) of sub-section (1) of section 14 of the said Act, the Central Government hereby specifies :—

(a) a period upto one year; or

(b) the period during which Dr. Anchala Nageswara Reddy is attached to Sri Sathya Sai Institute of Higher Medical Sciences, Prashanthigram, Anantapur District, A.P. whichever is shorter as the period to which medical practice by Dr. Reddy in the said Sri Sathya Sai Institute of Higher Medical Sciences, Prashanthigram, Anantapur District, A.P. shall be limited.

[No. V. 11016|5|99-ME(UG)]

S. K. MISHRA, Under Secy.

नई दिल्ली, 2 नवम्बर, 1999

का.ग्रा. 3496.—दन्त चिकित्सक प्रधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये भारतीय दन्त परिषद से परामर्श करने के पश्चात् केन्द्र सरकार ऐसद्वारा उक्त प्रधिनियम की अनुसूची के भाग-1 में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अनुसूची के भाग-1 में ऋम संख्या 47 और उससे संबंधित प्रविष्टियों के बाद निम्नलिखित प्रविष्टियाँ जोड़ी जायेंगी, अर्थात् :—

1

2

3

48 एन.टी.आर. यूनिवर्सिटी आफ हैल्प साईसिज विजयवाडा, आनन्द प्रदेश।

वैचलर आफ इंटल सर्जरी, यह अर्हता निम्नलिखित डेटल कालेजों के संबंध में तभी एक मान्यता प्राप्त चिकित्सा अर्हता होगी जब यह प्रत्येक कालेज के सामने दी गई तारीख को अवधि उसके बाद प्रदत्त की गई हो।

बी.डी.एस. विजयवाडा।

1

2

3

4

(क) गवर्नमेंट डेंटल कालेज एण्ड हॉस्पिटल हैदराबाद---

1-11-86

(ख) एन.टी.आर. यूनिवर्सिटी ऑफ हैल्थ साइंसज डेंटल
कालेज, विजयवाड़ा-30-4-97

[संख्या वी.-12018/4/99-पीएमएस]

मी.एस. भाटिया, उप सचिव

New Delhi, the 2nd November, 1999

S.O. 3496.—In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consulting the Dental Council of India hereby makes the following further amendment in Part-I of the Schedule to the said Act, namely:—

In Part-I of the said Schedule, after Serial No. 47 the entries relating thereto, the following entries shall be added namely:—

1

2

3

4

48. N.T.R. University of Health Sciences Vijayawada,
Andhra Pradesh.

Bachelor of Dental Surgery:

This qualification shall be a recognised dental qualification in respect of the following Dental Colleges when granted on or after the date indicated against each college:

(a) Govt. Dental College & Hospital, Hyderabad—

1-11-86

(b) NTR University of Health Sciences Dental College, Vijayawada-30-4-97.

B.D.S.,
Vijayawada[No.V.12018/4/99-PMS]
C. L. BHATIA, Dy. Secy.

कृषि मंत्रालय

(पशुपालन और डेरी विभाग)

नई दिल्ली, 15 नवम्बर, 1999

का.आ. 3497—केन्द्रीय सिविल सेवा (वर्गीकरण, नियंत्रण तथा अधीन) नियमावली, 1965 के नियम 24 के उप नियम (1) में प्रदत्त शर्कितों का प्रयोग करते हुये तथा भारत सरकार कृषि मंत्रालय(पशुपालन और डेरी विभाग) की

दिनांक 19 अगस्त, 1933 की सा. का. सं. 1898 के अधिक्रमण में, उन बातों के सिवाय अधिक्रांत करते हुये, जिन्हें ऐसे अधिक्रमण में पहले दिया गया है या करने का लोन दिया गया है, राष्ट्रपति एनद्वारा निर्देश देते हैं कि इस अधिसूचना में संलग्न अनुसूची के कालम (1) में यथा निर्दिष्ट दिल्ली दुध योजना में सामान्य केन्द्रीय सेवा ग्रुप "ग" तथा "घ" पदों के संबंध में कालम (2) में निर्दिष्ट प्राधिकारी कालम (3) में निर्दिष्ट दंड के सम्बन्ध में अपील प्राधिकारी होंगे।

अनुसूची

पदों का विवरण	अपील प्राधिकारी	दंड
1	2	3
सभी ग्रुप "ग" तथा "घ" पद	महाप्रबंधक दिल्ली दुध योजना	मधी

[फाइल सं. 3-5/93-L.D.I./प्र4]
पी.एल. चोपड़ा, अवर. सचिव

MINISTRY OF AGRICULTURE

(Department of Agriculture)

New Delhi, the 15th November, 1999

S.O. 2497.—In exercise of the powers conferred by sub-rule (1) of rule 24 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965 and in supersession of the notification of Government of India in the Ministry of Agriculture (Department of Animal Husbandry and Dairying) No. S.O. 1898 dated the 19th August, 1993, except as respects things done or omitted to be done before such supersession, the President hereby directs that in respect of General Central Services Group 'C' and 'D' posts in Delhi Milk Scheme as specified in column (1) of the Schedule annexed to this notification, the authority specified in column (2) shall, be the appellate authority in regard to the penalties specified in column (3) thereof.

SCHEDULE

Description of posts	Appellate Authority	Penalties
1	2	3
All Group 'C and 'D' posts	General Manager, Delhi Milk Scheme.	All

[No.3-5/93-L.D.I/Admn.IV]

P. L. CHOPRA, Under Secy.

पैट्रोलियम और प्राकृतिक गैस भवालथ

नई दिल्ली, 19 नवम्बर, 1999

का.आ. 3498.—केन्द्रीय सरकार, पैट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का व्रजन) अधिनियम, 1962 (1962 का 50) की धारा 2 के खण्ड (क) के अनुसरण में नीचे दी गई अनुसूची के स्तम्भ (1) में उल्लिखित प्राधिकारी को, उक्त अनुसूची के स्तम्भ (2) में की तत्काली प्रविष्टि में उल्लिखित क्षेत्रों के भीतर, उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिये प्राधिकृत करनी है, अर्थात्:—

अनुसूची

प्राधिकारी का नाम और पता

प्राधिकारिता क्षेत्र

1

2

श्री एम रामकृष्ण राव विशेष भूमि व्रजन अधिकारी, (आंध्र प्रदेश राज्य से प्रतिनियुक्त
पर), हिन्दुस्तान पैट्रोलियम कारपोरेशन लिमिटेड, विजयवाड़ा-सिकंदराबाद
पाइपलाइन परियोजना, विशाखापत्नम (आंध्र प्रदेश),

आंध्र प्रदेश राज्य

[फा.सं. आर 31015/1/99-ओ.आर.-2]
हरीश कुमार, अवर सचिव

MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 19th November, 1999

S.O. 3498.—In pursuance of clause (a) of section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorises the authority mentioned in Column (1) of the Schedule below to perform the functions of the competent authority under the said Act, within areas mentioned in the corresponding entry in column (2) of the said Schedule:—

SCHEDULE

Name and address of the authority	Area of jurisdiction
1	2
Shri M. Ramakrishna Rao, Special Land Acquisition Officer, (on deputation from Government of Andhra Pradesh), Hindustan Petroleum Corporation Limited, Vijayawada-Secunderabad Pipeline Project, Visakhapatnam (Andhra Pradesh).	State of Andhra Pradesh

[No.R-31015/1/99-OR.II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 30 नवम्बर, 1999

का. आ. 3499.— केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार, पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ.1342, तारीख 11 मई, 1999 द्वारा पेट्रोलियम गैस के परिवहन के लिए गुजरात राज्य में सूरत जिला के हजीरा से, भरुच जिला के दाहेज तक गुजरात स्टेट पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजनार्थ उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजपत्रित अधिसूचना की प्रतियां जनता को तारीख 27 जून, 1999 से 17 सितम्बर, 1999 तक उपलब्ध कराई गई थीं;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट देंदी है;

और केन्द्रीय सरकार का उक्त रिपोर्ट पर विचार करने के पश्चात यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित किए जाने चाहिए;

अतः, अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 6की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पाइपलाइन बिछाने के लिए इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने की घोषणा करती है ;

यह और कि केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उप धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि ऐसी भूमि में उपयोग का अधिकार, केन्द्रीय सरकार में निहित होने की बजाए घोषणा के प्रकाशित होने की तारीख से सभी विलंगमों से मुक्त गुजरात स्टेट पेट्रोलियम कार्पोरेशन लिमिटेड ब्लाक सं. 15, दूसरा तल, उद्योग भवन, सैकटर सं. 11, गांधीनगर-382011, गुजरात, में निहित होगा ।

अनुसूची

चिल्ला: भरच		सर्वेक्षण सं./ खंड सं.	राज्य: गुजरात		
तालुके का नाम	गांव का नाम		लोत्र	हेक्टर	आरे सेन्टीआरे
(1)	(2)	(3)	(4)	(5)	(6)
हंसोट	असरमा	कीम नदी	00	18	20
		46	00	08	40
		45	00	09	60
		47	00	08	20
		44	00	06	30
		42	00	18	10
		60	00	24	70
		सहोल बोसम्बा रास्ता	00	05	20
		76	00	21	20
		88	00	27	90
		99	00	09	60
		90/ए	00	00	70
		98	00	18	00
		97	00	19	80
		96	00	00	10
		201/ए	00	12	40
		201/बी	00	06	70
		198	00	18	20
		209	00	12	50
		210	00	07	60
		216	00	17	80
		215	00	12	60
		214/बी	00	02	10
		212	00	10	60
		267	00	16	70
		268	00	11	70
		269	00	17	50
		279	00	01	00
		277	00	00	10
		278	00	47	10
		281	00	03	20
		302/ए	00	13	40
		302/बी	00	20	40
		297	00	40	30
		295	00	10	80
ओभा	84		00	06	00
	94		00	19	70
	93		00	41	10

(1)	(2)	(3)	(4)	(5)	(6)
उमेर			00	08	20
	96				
	97		00	02	20
	पर्वत गांव का मुख्य नाला		00	04	00
	103		00	21	20
	134		00	08	40
	133		00	18	70
	136		00	23	70
	137/बी		00	00	10
पर्वत	173		00	00	50
	सुनेवकल्ला पर्वत रास्ता		00	05	50
	174		00	11	50
	176		00	13	10
	177		00	17	20
	विशाखा 2 अंडे		00	26	20
	208		00	06	70
	206		00	02	10
	207		00	16	50
	204		00	14	00
	212		00	01	90
	203		00	12	90
	202		00	08	30
	200		00	11	80
	201		00	01	30
	195		00	39	70
	193		00	33	20
	230		00	20	40
	231		00	03	40
	खेत में जाने का रास्ता		00	03	20
	232		00	14	70
	ओसम्बा शाखा नहर सीसोदरा प्रशाखा		00	22	00
	और पर्वत सुनेवकल्ला प्रशाखा				
	259		00	00	30
	258		00	10	20
	264		00	29	70
	265		00	19	10
	256		00	01	00
	266		00	02	90
	272		00	13	20
	पर्वत सुनेवकल्ला रास्ता		00	02	70
	330		00	24	70
	पर्वत कुडादरा रास्ता		00	12	06
	329		00	00	50

(1)	(2)	(3)	(4)	(5)	(6)
	पर्यंत			30	45
		280	00		
		285	00	54	40
		288	00	31	50
		291	00	25	40
		290	00	04	80
		वालनेर विशाखा	00	07	15
		293	00	56	00
		295	00	25	30
		404	00	15	40
		405	00	00	20
	कुडावरा	111/ए	00	05	00
		111/बी	00	07	60
		वालनेर विशाखा	00	07	20
		110	00	19	40
		108	00	51	10
		107	00	35	50
		101	00	25	00
		98	00	08	70
		97	00	10	50
		85	00	12	20
		86	00	06	00
		83	00	02	50
		81	00	05	70
		82	00	25	30
		वान्ड खाई	00	08	20
		138	00	03	20
		139	00	04	60
		143/बी	00	04	60
		141/ए	00	17	20
		रोहिंद कुडावरा रास्ता	00	04	10
		141/बी	00	00	30
		142/बी	00	02	80
		148	00	21	50
		146	00	11	00
		151/ए	00	04	80
		152	00	07	80
		153	00	18	30
		रोहिंद कुडावरा रास्ता	00	05	50
		155	00	22	60
		156	00	00	30
		159	00	02	30
		157	00	06	20

(1)	(2)	(3)	(4)	(5)	(6)
	कुलावधारा	158	00	15	00
		163	00	12	00
		164	00	11	50
		176	00	12	60
	रोटीद्वय	292/ए/1	00	08	10
		291	00	00	40
		293	00	19	00
		294	00	21	70
		284/बी	00	01	80
		295	00	19	50
		301	00	01	20
		296/बी	00	01	10
		300/बी	00	11	00
		299/बी	00	01	80
		3अमेल लघुशाखा	00	05	40
		300/ए	00	00	20
		303/बी	00	00	20
		299/ए	00	02	60
		303/ए	00	29	10
		305/ए	00	03	30
		304/ए	00	07	40
		रोटीद्वय कठोदरा रास्ता	00	05	70
		357/ए	00	17	00
		382	00	09	00
		383/बी	00	01	80
		विशाखा 3 ओल	00	11	60
		383/ए	00	03	30
		387	00	10	70
		388/ए	00	25	20
		417/बी	00	06	00
		418	00	17	70
		419/बी	00	02	20
		419/सी	00	13	80
		416/बी	00	03	40
		416/सी	00	01	40
		415/बी	00	07	80
		415/सी	00	05	80
		414/बी/1	00	16	30
		427/ए	00	40	50
		436	00	00	30
		437	00	10	30
		438	00	07	70

(1)	(2)	(3)	(4)	(5)	(6)
	चेहरद	439	00	08	00
		440	00	08	30
		441	00	02	40
		442	00	08	30
		3 अल विशाखा की 3अल लघुशाखा	00	07	10
		451	00	00	10
अंकलेश्वर	मोटवान	272	00	00	40
		267	00	17	80
		266	00	22	20
		रोहिं मोटवान रास्ता	00	04	80
		265	00	08	40
		264	00	11	10
		263	00	12	00
		240	00	16	50
		239	00	07	30
		238	00	15	10
		245	00	00	50
		246	00	30	00
		नाला (एल.डी.9)	00	02	00
		210	00	08	00
		हांसोट मोटवान पनोली रास्ता	00	03	90
		207	00	02	30
		209	00	00	10
		208	00	19	60
		तेलवा विशाखा	00	04	70
		37	00	08	50
		149	00	10	80
		38	00	00	30
		148	00	35	00
		153	00	13	30
		154	00	13	80
		155	00	27	40
		156	00	02	90
		142	00	32	70
		141	00	18	60
		140	00	12	00
		125	00	04	80
सरथान		201	00	05	50
		189	00	08	80
		190	00	08	20
		191	00	29	00
		192	00	19	40

(1)	(2)	(3)	(4)	(5)	(6)
	सरथान		00	21	70
	209		00	17	50
	210/बी		00	04	10
	208		00	16	70
	229		00	01	60
	228		00	30	90
	238		00	03	60
	मोटवान तेलवा रास्ता		00	00	50
	240		00	39	80
	239 बी		00	02	00
	तेलवा दीगास रास्ता		00	07	20
	262		00	12	80
	258		00	03	70
	259		00	19	80
	257		00	05	80
	275		00	17	50
	277		00	08	00
	298		00	23	80
	299/बी		00	08	00
	300		00	01	10
	343 ए		00	01	10
	342		00	19	80
	341		00	07	20
	344		00	23	80
	339		00	15	60
	336		00	21	40
	337		00	00	10
	332 ए		00	62	30
	335		00	08	00
	सरथान हजात रास्ता		00	02	20
	391		00	10	90
	390		00	08	30
	397		00	55	80
	मांगरोल प्रशाखा		00	05	80
	404		00	06	40
	405 ए		00	15	40
	406		00	21	50
	407		00	17	50
	408		00	02	40
	सजोद लघुनाला नं 1		00	08	80
	393		00	08	80
	395		00	08	80

(1)	(2)	(3)	(4)	(5)	(6)
	सजोद	सजोद हजात रास्ता	00	05	00
	352		00	10	30
	351		00	13	70
	348/ए		00	10	00
	348/बी		00	09	50
	मांगरोल प्रशाखा		00	01	60
	मांगरोल प्रशाखा		00	02	30
	347/ए		00	10	70
	346		00	17	80
	337		00	05	80
	336		00	21	00
	334		00	08	80
	333		00	12	80
	332		00	17	10
	378पैकी		00	04	80
	311		00	06	30
	380		00	24	40
	310		00	11	80
	309		00	16	20
	433		00	32	00
	435		00	15	00
	445		00	10	90
	442		00	05	20
	441		00	03	80
	440		00	04	20
	439		00	03	80
	438		00	03	30
	437		00	03	20
	436		00	07	30
	463		00	07	00
	464/बी		00	04	30
	464/ए		00	07	90
	472		00	00	10
	471		00	19	40
	465-		00	22	70
	सजोद लघुनाला नं 1		00	03	30
	अंकलेश्वर सूरत राज्य धोरी मार्गे 6		00	04	80
	538		00	07	60
	540		00	03	40
	537		00	21	50
	सजोद नगल रास्ता		00	03	60
	562/ए		00	10	00

(1)	(2)	(3)	(4)	(5)	(6)
	संजोद				
		563	00	18	00
		567	00	30	60
		566	00	03	60
		568	00	07	40
		569	00	06	30
		609	00	24	10
		615	00	09	20
		616	00	01	60
		617	00	18	20
		618	00	10	40
		619	00	02	00
		संजोद नगल रास्ता	00	06	00
		674	00	19	10
		675	00	02	70
		673	00	14	00
		672	00	22	30
		678	00	00	40
		671	00	00	20
		670	00	12	70
		नाला (आमला खाई)	00	09	80
	सक्करपोर	पुनागाम सक्करपोर रास्ता	00	02	30
		37/2	00	05	60
		37/4	00	03	90
		36/1	00	06	80
		36/2/ए	00	01	90
		36/2/बी	00	03	20
		36/3	00	04	20
		36/4	00	01	90
		36/5	00	03	00
		38/1	00	03	00
		38/2	00	01	80
		39/1	00	03	60
		39/3	00	03	60
		40/2	00	05	60
		41	00	03	30
		42	00	05	40
		43/1	00	03	50
		43/2	00	06	60
		44	00	11	00
		45	00	07	00
		46/1	00	03	30
		47	00	05	50

(1)	(2)	(3)	(4)	(5)	(6)
	सम्पर्कपोर	48/1	00	09	00
		49	00	03	00
		69/4	00	00	30
		70/1	00	02	70
		70/2+3+4+5	00	03	80
		70/7	00	07	00
		70/8	00	01	80
		71	00	09	00
		72/3	00	05	80
		72/6	00	03	60
		72/7	00	10	60
		73/1	00	07	90
		73/2	00	05	90
		73/3	00	02	40
		74/1	00	02	50
		74/2	00	04	30
		74/6	00	01	60
		74/7	00	02	20
		74/8	00	02	50
		75/1	00	09	00
		75/2	00	04	70
		76	00	05	80
		78/1	00	05	60
		78/2	00	05	60
		78/3	00	09	30
		78/4	00	00	20
		सक्करपोर दिवा रास्ता	00	02	90
		107/1	00	08	60
		107/2	00	02	90
		107/3	00	02	90
		107/4	00	02	90
		106	00	03	10
		105	00	03	50
		104	00	08	40
		103	00	04	30
		102	00	10	00
		101/1	00	04	40
		101/2	00	04	30
		101/3	00	02	80
		96/1	00	03	00
		96/2	00	03	30
		96/3	00	02	40

(1)	(2)	(3)	(4)	(5)	(6)
	सक्करपोर	96/4	00	01	40
		96/5	00	02	50
		96/6	00	02	00
		सक्करपोर ग्राम्य मार्ग	00	04	90
		97/1+2	00	03	00
		95	00	08	00
		94/2/बी	00	09	00
		93/1	00	03	80
		93/2	00	10	80
		93/3	00	05	20
		90	00	10	30
	दिवा	704/बी	00	03	50
		703/ए	00	04	30
		703/बी/पैकी	00	01	80
		703/बी/2पैकी	00	09	10
		702/2	00	11	20
		702/4	00	08	60
		702/5	00	05	80
		701/1	00	03	90
		701/2	00	08	10
		700/1/ए पैकी	00	06	40
		700/1/बी पैकी	00	07	00
		700/2	00	12	20
		698	00	00	90
		699	00	01	20
		696/1	00	07	70
		692	00	00	00
		691	00	45	00
		दिवा पुनर्गाम रास्ता	00	06	10
		689/ए/1	00	06	70
		689/बी	00	13	90
		688	00	12	00
		687	00	04	10
		गांव दिवा सर्वेक्षण सं. 687 और गांव सरफुहिन सर्वेक्षण सं. 58 बीच में क्षेत्र नहेर	00	10	40
भरुच	वेसदडा	30पैकी	00	16	60
		30पैकी	00	22	60
		अमलेश्वर शाखा नहेर	00	06	00
		15	00	17	40
		16	00	07	10
		17	00	19	40

(1)	(2)	(3)	(4)	(5)	(6)
अक्षय	वेसदग्गा	18पैकी	00	00	30
		18पैकी	00	21	60
		19	00	08	10
		2	00	07	50
		10	00	18	00
		9	00	03	40
		वांसी वेसदग्गा रास्ता	00	08	80
		234	00	01	60
		237	00	04	70
		185	00	23	80
		258	00	12	50
		186पैकी	00	37	10
		186पैकी	00	27	00
		221	00	03	50
		193	00	30	30
		256	00	00	30
		194	00	01	20
		209	00	13	30
		208	00	05	50
		198पैकी	00	27	20
		198पैकी	00	28	30
		200	00	09	60
वागरा	कलादरा	397	00	13	50
		398	00	24	60
		399	00	00	10
		नाला (कलादरा)	00	11	00
		403	00	10	50
		426	00	12	60
		425	00	27	70
		414	00	14	30
		415	00	39	60
		424	00	12	30
		416	00	39	50
		अटाली कलादरा रास्ता	00	03	60
		459	00	34	80
		462पैकी	00	39	20
		453	00	25	40
		527	00	22	10
		537	00	11	90
		536	00	32	40
		535	00	31	90
		546 ए	00	12	00

(1)	(2)	(3)	(4)	(5)	(6)
म्हागरा	कलादरा				
		546 बी	00	08	20
		547	00	08	80
		कलादरा विशाखा	00	03	00
		685	00	23	20
		686	00	32	20
		688	00	02	20
		687	00	12	90
	रहियाद	202	00	08	10
		209	00	23	30
		210	00	30	00
		190	00	41	40
		188	00	08	40
		187	00	06	00
		185	00	08	60
		184	00	09	80
		183	00	05	10
		182	00	08	30
		181	00	12	00
		179	00	09	20
		178	00	08	80
		177	00	14	00
		176	00	09	50
		175	00	13	60
		227	00	07	10
		228	00	05	20
		229	00	29	00
		232 बी	00	14	50
		259	00	01	50
		257	00	02	00
		258	00	42	20
		राज्य धोरी मार्ग 6 ओ.एन.जी.सी.	00	08	80
		271	00	26	80
		270	00	01	00
		272	00	01	50
		रहियाद जौलवा रास्ता	00	02	00
		317	00	19	80
		322 ए	00	12	50
		322 बी	00	08	40
		316	00	00	60
		312	00	26	60

(1)	(2)	(3)	(4)	(5)	(6)
	रहियाद	323	00	09	20
		324	00	20	30
		311	00	10	00
		रहियाद गलेडा रस्ता	00	05	00
		657	00	01	00
		658	00	35	00
		रहियाद जोलघा रस्ता	00	02	00
		693	00	01	20
		692	00	10	00
		695	01	03	00
		697	00	01	50
		636	00	05	20

[फा. सं. एल. 14014/4/99-जी.पी. (भाग)]
सूनिल कुमार सिंह, अवर सचिव

New Delhi, the 30th November, 1999

S. O. 3499.— Whereas by a notification of the Government of India, Ministry of Petroleum and Natural Gas No. S.O. 1342 dated the 11th May, 1999, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to this notification for the purpose of laying pipeline for the transport of petroleum gas in the State of Gujarat from Hazira in District Surat to Dahej in District Bharuch by the Gujarat State Petroleum Corporation Ltd.;

And whereas, the copies of the said Gazette notification were made available to the public from 27th June, 1999 to 17th September, 1999.

And whereas, the competent authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government.

And whereas, the Central Government, after considering the said report, is satisfied that the right of user in the lands specified in the Schedule appended to this notification should be acquired.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification are hereby acquired for laying the pipelines;

And further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act the Central Government hereby directs that the right of user in such land shall, instead of vesting in the Central Government vest from the date of the publication of the declaration, in the Gujarat State Petroleum Corporation Limited., Block No. 15, 2nd Floor, Udyog Bhavan, Sector No.11, Gandhinagar - 382011, Gujarat, free from all encumbrances.

Schedule**District : BHARUCH****State : Gujarat**

(1)	(2)	(3)	Area		
			Hectare	Are	Centare
HANSOT	ASARMA	Kim River	00	18	20
	48		00	08	40
	45		00	09	60
	47		00	08	20
	44		00	06	30
	42		00	18	10
	60		00	24	70
	Sahol Kosamba Road		00	05	20
	76		00	21	20
	88		00	27	90
	99		00	09	60
	90/A		00	00	70
	98		00	16	00
	97		00	19	80
	96		00	00	10
	201/A		00	12	40
	201/B		00	06	70
	198		00	18	20
	209		00	12	50
	210		00	07	60
	216		00	17	80
	215		00	12	60
	214/B		00	02	10
	212		00	10	60
	267		00	16	70
	268		00	11	70
	269		00	17	50
	279		00	01	00
	277		00	00	10
	278		00	47	10
	281		00	03	20
	302/A		00	13	40
	302/B		00	20	40
	297		00	40	30
	295		00	10	80
OBHA	84		00	06	00
	94		00	19	70
	93		00	41	10

(1)	(2)	(3)	(4)	(5)	(6)
	OBHA	96	00	06	20
		97	00	02	20
		Nalla (Parvat)	00	04	00
		103	00	21	20
		134	00	08	40
		133	00	18	70
		136	00	23	70
		137/B	00	00	10
	PARVAT	173	00	00	50
		Sunekalla Parvat Road	00	05	50
		174	00	11	50
		176	00	13	10
		177	00	17	20
		Minor (2L)	00	06	70
		208	00	26	00
		208	00	02	10
		207	00	16	50
		204	00	14	00
		212	00	01	90
		203	00	12	90
		202	00	08	30
		200	00	11	80
		201	00	01	30
		195	00	39	70
		193	00	33	20
		230	00	20	40
		231	00	03	40
		Village road	00	03	20
		232	00	14	70
		Kosamba Branch Canal, Sisodra Distry and parvat Sunekalla Distry.	00	22	00
		259	00	00	30
		258	00	10	20
		264	00	29	70
		265	00	19	10
		256	00	01	00
		266	00	02	90
		272	00	13	20
		Parvat Sunekalla Road	00	02	70
		330	00	24	70
		Parvat Kudadara Road	00	12	06
		329	00	00	50

(1)	(2)	(3)	(4)	(5)	(6)
	PARVAT	280	00	30	45
		285	00	54	40
		288	00	31	50
		291	00	25	40
		290	00	04	80
		Valner Minor	00	07	15
		293	00	58	00
		295	00	25	30
		404	00	15	40
		405	00	00	20
	KUDADARA	111/A	00	05	00
		111/B	00	07	60
		Valner Minor	00	07	20
		110	00	19	40
		108	00	51	10
		107	00	35	50
		101	00	25	00
		98	00	08	70
		97	00	10	50
		85	00	12	20
		86	00	06	00
		83	00	02	50
		81	00	05	70
		82	00	25	30
		Wand Khadi	00	09	20
		138	00	03	20
		139	00	04	60
		143/B	00	04	60
		141/A	00	17	20
		Rohid Kudadara Road	00	04	10
		141/B	00	00	30
		142/B	00	02	80
		148	00	21	50
		146	00	11	00
		151/A	00	04	80
		152	00	07	80
		153	00	18	30
		Rohid Kudadara Road	00	05	50
		155	00	22	60
		156	00	00	30
		159	00	02	30
		157	00	06	20

(1)	(2)	(3)	(4)	(5)	(6)
	KUDADARA	158	00	15	00
		163	00	12	00
		164	00	11	50
		176	00	12	60
	ROHID	292/A/1	00	08	10
		291	00	00	40
		293	00	19	00
		294	00	21	70
		284/B	00	01	80
		295	00	19	50
		301	00	01	20
		296/B	00	01	10
		300/B	00	11	00
		299/B	00	01	80
		Sub Minor (3L)	00	05	40
		300/A	00	00	20
		303/B	00	00	20
		299/A	00	02	60
		303/A	00	29	10
		305/A	00	03	30
		304/A	00	07	40
		Rohid Kathodra Road	00	05	70
		357/A	00	17	00
		382	00	09	00
		383/B	00	01	80
		Minor (3L)	00	11	60
		383/A	00	03	30
		387	00	10	70
		388/A	00	25	20
		417/B	00	06	00
		418	00	17	70
		419/B	00	02	20
		419/C	00	13	80
		416/B	00	03	40
		416/C	00	01	40
		415/B	00	07	80
		415/C	00	05	80
		414/B/1	00	16	30
		427/A	00	40	50
		436	00	00	30
		437	00	10	30
		438	00	07	70

(1)	(2)	(3)	(4)	(5)	(6)
	RO HID	439	00	08	00
		440	00	08	30
		441	00	02	40
		442	00	08	30
		Sub Minor (3L)	00	07	10
		451	00	00	10
ANKLESVAR	MOTWAN	272	00	00	40
		267	00	17	60
		266	00	22	20
		Rohid Motwan Road	00	04	80
		265	00	08	40
		264	00	11	10
		263	00	12	00
		240	00	18	50
		239	00	07	30
		238	00	15	10
		245	00	00	50
		246	00	30	00
		Nalla(L.D.9)	00	02	00
		210	00	08	00
		Hansot Motwan Panoli Road	00	03	90
		207	00	02	30
		209	00	00	10
		208	00	19	60
		Telwa Minor	00	04	70
		37	00	09	50
		149	00	10	80
		38	00	00	30
		148	00	35	00
		153	00	13	30
		154	00	13	80
		155	00	27	40
		156	00	02	90
		142	00	32	70
		141	00	18	60
		140	00	12	00
		125	00	04	80
	SARTHAN	201	00	05	50
		189	00	08	80
		190	00	08	20
		191	00	29	00
		192	00	19	40

(1)	(2)	(3)	(4)	(5)	(6)
	SARTHAN				
	209		00	21	70
	210/B		00	17	50
	208		00	04	10
	229		00	16	70
	228		00	01	60
	238		00	30	90
	Motwan Telwa Road		00	03	60
	240		00	00	50
	239 B		00	39	80
	Telwa Degas Road		00	02	00
	262		00	07	20
	258		00	12	80
	259		00	03	70
	257		00	19	80
	256		00	05	80
	275		00	17	50
	277		00	08	00
	298		00	23	80
	299/B		00	08	00
	300		00	01	10
	343 A		00	01	10
	342		00	19	80
	341		00	07	20
	344		00	23	80
	339		00	15	80
	336		00	21	40
	337		00	00	10
	332 A		00	62	30
	335		00	08	00
	Sarthan Hajat Road		00	02	20
	391		00	10	90
	390		00	09	30
	397		00	55	80
	Mangrol Distry		00	05	00
	404		00	06	40
	405 A		00	15	40
	406		00	21	50
	407		00	17	50
	408		00	02	40
	Nalla (Sarthan)		00	08	80
	393		00	08	80
	395		00	08	80

(1)	(2)	(3)	(4)	(5)	(6)
	SAJOD	Sajod Hajat Road	00	05	00
		352	00	10	30
		351	00	13	70
		348/A	00	10	00
		348/B	00	09	50
		Mangrol Distr	00	01	60
		Mangrol Distr	00	02	30
		347/A	00	10	70
		346	00	17	60
		337	00	05	80
		336	00	21	00
		334	00	08	80
		333	00	12	80
		332	00	17	10
		378P	00	04	80
		311	00	06	30
		380	00	24	40
		310	00	11	80
		309	00	16	20
		433	00	32	00
		435	00	15	00
		445	00	10	90
		442	00	05	20
		441	00	03	60
		440	00	04	20
		439	00	03	80
		438	00	03	30
		437	00	03	20
		436	00	07	30
		463	00	07	00
		464/B	00	04	30
		464/A	00	07	90
		472	00	00	10
		471	00	19	40
		465	00	22	70
		Nalla (Sajod)	00	03	30
		Anklesvar Surat S. H. 6	00	04	80
		538	00	07	60
		540	00	03	40
		537	00	21	50
		Sajod Nagal Road	00	03	60
		562/A	00	10	00

(1)	(2)	(3)	(4)	(5)	(6)
	SAJOD	563	00	18	00
		567	00	30	60
		568	00	03	60
		568	00	07	40
		569	00	08	30
		609	00	24	10
		615	00	09	20
		616	00	01	60
		617	00	18	20
		618	00	10	40
		619	00	02	00
		Sajod Nagal Road	00	06	00
		674	00	19	10
		675	00	02	70
		673	00	14	00
		672	00	22	30
		678	00	00	40
		671	00	00	20
		670	00	12	70
		Nalla (Amia Khadi)	00	09	80
	SAKKARPOR	Pungam Sakkarpor Road	00	02	30
		37/2	00	05	60
		37/4	00	03	90
		38/1	00	06	80
		38/2/A	00	01	90
		38/2/B	00	03	20
		38/3	00	04	20
		38/4	00	01	90
		38/5	00	03	00
		38/1	00	03	00
		38/2	00	01	80
		39/1	00	03	60
		39/3	00	03	60
		40/2	00	05	60
		41	00	03	30
		42	00	05	40
		43/1	00	03	50
		43/2	00	06	60
		44	00	11	00
		45	00	07	00
		46/1	00	03	30
		47	00	05	50

(1)	(2)	(3)	(4)	(5)	(6)
	SAKKARPOR	48/1	00	09	00
		49	00	03	00
		69/4	00	00	30
		70/1	00	02	70
		70/2+3+4+5	00	03	80
		70/7	00	07	00
		70/8	00	01	80
		71	00	09	00
		72/3	00	05	80
		72/8	00	03	60
		72/7	00	10	60
		73/1	00	07	90
		73/2	00	05	90
		73/3	00	02	40
		74/1	00	02	50
		74/2	00	04	30
		74/6	00	01	60
		74/7	00	02	20
		74/8	00	02	50
		75/1	00	09	00
		75/2	00	04	70
		76	00	05	80
		78/1	00	05	60
		78/2	00	05	60
		78/3	00	09	30
		78/4	00	00	20
		Sakkapor Diva Road	00	02	90
		107/1	00	06	60
		107/2	00	02	90
		107/3	00	02	90
		107/4	00	02	90
		108	00	03	10
		105	00	03	50
		104	00	06	40
		103	00	04	30
		102	00	10	00
		101/1	00	04	40
		101/2	00	04	30
		101/3	00	02	80
		98/1	00	03	00
		98/2	00	03	30
		98/3	00	02	40

(1)	(2)	(3)	(4)	(5)	(6)
SAKKARPOR	DIVA	96/4	00	01	40
		96/5	00	02	50
		96/6	00	02	00
		Cartrack (Sakkapor)	00	04	90
		97/1+2	00	03	00
		95	00	08	00
		94/2/B	00	09	00
		93/1	00	03	80
		93/2	00	10	80
		93/3	00	05	20
		90	00	10	30
		704/B	00	03	50
		703/A	00	04	30
		703/B/P	00	01	80
		703/B/2P	00	09	10
		702/2	00	11	20
		702/4	00	08	60
		702/5	00	05	80
		701/1	00	03	90
BHARUCH	VESDADA	701/2	00	08	10
		700/1/AP	00	06	40
		700/1/BP	00	07	00
		700/2	00	12	20
		698	00	00	90
		699	00	01	20
		696/1	00	07	70
		692	00	00	00
		691	00	45	00
		Diva Pungam Road	00	06	10
VESDADA	VESDADA	689/A/1	00	06	70
		689/B	00	13	90
		688	00	12	00
		687	00	04	10
		Field Channel Between 687 of Village Diva and 58 of Village Sarffudin	00	10	40
		30P	00	16	60
		30P	00	22	60
		Amleshwar Branch Canal	00	06	00
		15	00	17	40
		16	00	07	10
		17	00	19	40

(1)	(2)	(3)	(4)	(5)	(6)
BHARUCH	VESDADA	18P	00	00	30
		18P	00	21	60
		19	00	06	10
		2	00	07	50
		10	00	18	00
		9	00	03	40
		Vansi Vesdada Road	00	06	80
		234	00	01	60
		237	00	04	70
		185	00	23	80
		258	00	12	50
		186P	00	37	10
		186P	00	27	00
		221	00	03	50
		193	00	30	30
		256	00	00	30
		194	00	01	20
		209	00	13	30
		208	00	05	50
		198P	00	27	20
		198P	00	28	30
		200	00	09	60
VAGRA	KALADARA	397	00	13	50
		398	00	24	60
		399	00	00	10
		Nalla (Kaladara)	00	11	00
		403	00	10	50
		426	00	12	60
		425	00	27	70
		414	00	14	30
		415	00	39	60
		424	00	12	30
		416	00	39	50
		Atali Kaladara Road	00	03	60
		459	00	34	80
		462P	00	39	20
		453	00	25	40
		527	00	22	10
		537	00	11	90
		536	00	32	40
		535	00	31	90
		546 A	00	12	00

(1) VAGRA	(2) KALADARA	(3)	(4)	(5)	(6)
		546 B	00	08	20
		547	00	06	80
		Kaladara Minor	00	03	00
		685	00	23	20
		686	00	32	20
		688	00	02	20
		687	00	12	90
	RAHIAD	202	00	06	10
		209	00	23	30
		210	00	30	00
		190	00	41	40
		188	00	06	40
		187	00	08	00
		185	00	06	60
		184	00	09	80
		183	00	05	10
		182	00	08	30
		181	00	12	00
		179	00	09	20
		178	00	08	80
		177	00	14	00
		176	00	09	50
		175	00	13	60
		227	00	07	10
		228	00	05	20
		229	00	29	00
		232B	00	14	50
		259	00	01	50
		257	00	02	00
		258	00	42	20
		S. H. 6 to O.N.G.C. Gas Well	00	06	80
		271	00	26	80
		270	00	01	00
		272	00	01	50
		Rahiad Jolva Road	00	02	00
		317	00	19	80
		322A	00	12	50
		322B	00	08	40
		316	00	00	60
		312	00	26	60

(1)	(2)	(3)	(4)	(5)	(6)
	R A H I D	323	00	09	20
		324	00	20	30
		311	00	10	00
		Rahiad Galeda Road	00	05	00
		657	00	01	00
		658	00	35	00
		Village Road (Rahiad)	00	02	00
		693	00	01	20
		692	00	10	00
		695	01	03	00
		697	00	01	50
		636	00	05	20

[F. No. L-14014/4/99-GP (Vol.)]
 S. K. SINGH, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 5 नवम्बर, 1999

क्रा०आ० 3500.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतात्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-11-99 को प्राप्त हुआ था।

[सं. एल-12012/19/98-आई आर(बी-II)]

सी. गंगाधरन, अवर सोचव

MINISTRY OF LABOUR

New Delhi, the 5th November, 1999

S.O. 3500.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government, Industrial Tribunal-II, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of India and their workmen, which was received by the Central Government on 4-11-99.

[No. L-12012/19/98-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT

Shri S. B. Panse,
Presiding Officer

REFERENCE NO. CGIT-2/131 of 1998

Employers in Relation to the
Management of
Bank of IndiaThe Joint Zonal Manager,
BOI, Free Press House,
2nd Floor, 215, Free Press Journal Road,
Mumbai-400021.

AND

Their Workmen

Bank of India Staff Union,
The Gen. Secretary, BOISU,
BOI Building,
70/80 MG Road, Fort, Mumbai,
Mumbai.

Appearances :

FOR THE EMPLOYER : Mr. D.R. Harnagle &
Mr. L.L. D'Souza,
Representative.FOR THE WORKMEN : Mr. Parveen Patel
Representative.

MUMBAI, dated 13th October, 1999.

AWARD

The Government of India, Ministry of Labour by its Order No. L-12012/19/98/IR (B-II), dttd. 8/9-10-1998, had referred to the following Industrial Dispute for adjudication "Whether the action of the management of Bank of India in dismissing the services of Sh. Pandurang Panchal is legal and justified? If not, to what relief the said workman is entitled?"

2. The union filed a statement of claim at Exhibit-4. The management filed a written statement at Exhibit-6. The union filed a rejoinder at Ex-7. I have framed issues at Exhibit-9.

3. Patel the representative of workman filed his affidavit at Exhibit-11. When the matter was for cross examination it was suggested that the matter is likely to be compromised hence adjournment may be granted. Accordingly the matter was adjourned.

4. Today the parties have filed joint application (Ex-15) informing the Tribunal that as the matter is compromised an Award may be passed as per the consent terms. It was read over to the parties and recorded. Under such circumstances I pass the following order :—

ORDER

Consent Award is passed as per the consent terms in Exhibit-15.

13-10-99

S.B. PANSE, Presiding Officer

Exhibit-15

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2,
AT MUMBAI

REFERENCE CGIT NO. 2/131 OF 1998

BETWEEN

Employers in Relation to the
Management of Bank of India1st Party

V/s.

Shri P.G. Panchal Represented by Bank of
India Staff Union ...2nd PartyJOINT APPLICATION BY BOTH THE PARTIES
FOR PASSING OF CONSENT AWARD

May it please the Hon'ble Court :

1. The captioned industrial dispute was referred for adjudication to this Hon'ble Industrial Tribunal with the following terms of reference :—

"Whether the action of the Management of Bank of India in dismissing the services of Shri P.G. Panchal is legal and justified ? If not, to what relief the said workman is entitled?"

2. In respect of the aforesaid reference the workman through his Union has already filed the statement of claim, as also the Bank has filed its reply thereto.

3. The gist of the industrial dispute as stated above is pertaining to the dismissal of Shri Pandurang Govind Panchal for having submitted a bogus school leaving certificate wherein his name is mentioned as Pandurang Govind Panchal, whereas as per the entries available in the school register on verification it is revealed that the said certificate belongs to one Shri Shivram Govind Sutar. Hence it is a clear cut case of impersonation by Shri P.G. Panchal. By this declet impersonation and submitting a bogus school leaving certificate, Shri P.G. Panchal has secured employment with the Bank.

4. After holding departmental enquiry in terms of the provisions of the Bipartite Settlement as applicable in his case, he was awarded the punishment of dismissal without notice by the Joint Zonal Manager, and Competent Disciplinary Authority vide his order dated 15-12-1997. The appeal of Shri Panchal dated 10-4-1997 was considered by the Appellate Authority and the Appellate Authority as well on consideration of the full facts of the case, as also the submissions made by Shri Panchal/his Defence Representative in the personal hearing on 17-5-1997, confirmed the punishment of dismissal without notice as awarded to Shri Panchal by the Disciplinary Authority. This order of the Appellate Authority dated 27-5-1997 was served upon Shri P.G. Panchal on 10-7-1997.

5. While the case was being adjudicated upon before this Hon'ble Industrial Tribunal, simultaneously Shri P.G. Panchal, individually as well through Bank of India Staff Union (affiliated to AIBEA—Majority Union) approached the Management of the Bank and requested that since Shri Panchal had already put in unblemished 25 years of service in the Bank, the Bank should consider to take him back in service on humanitarian grounds, since Shri Panchal is the only earning member of the family and that the dismissal would lead the family to total economic disaster.

6. During such discussions with Shri Panchal as well as Bank of India Staff Union representing him, as above, it was considered that the Bank would agree for his reinstatement in the Bank's service on the following terms and conditions :—

(i) That Shri P.G. Panchal as well as the Bank of India Staff Union, agrees that he has submitted a bogus school leaving certificate, which belonged to one Shri Shivram Govind Sutar.

Shri P.G. Panchal as well as the Bank of India Staff Union agree that by virtue of this bogus school leaving certificate he has got employment in the Bank in the name of Shri P.G. Panchal.

Shri P.G. Panchal as well as the Bank of India Staff Union expressly agree that his name Pandurang Govind Panchal should be continued to remain on the service record of the Bank for all purposes.

(ii) Shri P.G. Panchal as well as the Bank of India Staff Union expressly agree that the period from the date of the dismissal till the date he resumes duties (i.e. within 15 days from the date of the consent award), he will not claim any salary, allowances, increments, provident fund, gratuity, or any kinds of monetary and/or non-monetary facilities whatsoever.

Shri P.G. Panchal as well as the Bank of India Staff Union further expressly agree that they will not raise any dispute pertaining to this aspect at any time in future in any Court/Authority or before any other forum.

(iii) Shri P.G. Panchal as well as the Bank of India Staff Union expressly agree that instead of dismissal from the Bank's service, he would accept the lenient punishment of "bringing down his basic pay by two stages in the scale of pay permanently" in terms of Clause 21 (iv) (c) of the Sixth Bipartite Settlement dated 14-2-1995. It is further agreed that that he will not be entitled for any future increments including stagnation increments till the date of his superannuation and it is expressly agreed by Shri P.G. Panchal and Bank of India Staff Union that they will not claim or raise this issue before any Court/Authority or before any forum now or hereafter.

(iv) It is further agreed and understood by Shri P.G. Panchal as well as the Bank of India Staff Union that by virtue of this understanding and terms of settlement and consequent reinstatement of Shri Panchal in the Bank's service it will not be understood or implied at any time that the departmental enquiry taken by the Bank against Shri Panchal stands condoned or excused nor will it be construed to this effect at any time in future.

(v) It is expressly agreed by Shri P.G. Panchal as well as the Bank of India Staff Union that the settlement in respect of his case will not be quoted or cited by them as a precedent for any case of the like type, which may arise in future.

(vi) It is further expressly agreed and understood by Shri P.G. Panchal as well as the Bank of India Staff Union that this gesture of the Bank for reinstating

Shri Panchal is purely on humanitarian consideration and shall not form any precedent.

(vii) It is expressly agreed by Shri P.G. Panchal as well as Bank of India Staff Union that upon his reinstatement in the Bank's service and after the punishment as detailed at point (iii) above is imposed upon Shri P.G. Panchal, he would be posted outside Mumbai South Zone, but within the language area as per the requirement of the Bank. For this purpose he would report to the Chief Manager (Personnel), of Mumbai South Zone.

7. In token of having agreed to the aforesaid terms both the parties to the industrial dispute viz. Management of Bank of India through its representative and the workman and his Union representing him before this Hon'ble Industrial Tribunal have appended their signatures of having expressly agreed with the aforesaid terms.

8. Accordingly, both the parties i.e. Management of Bank of India as well as Shri P.G. Panchal and the Bank of India Staff Union, jointly prays to this Hon'ble Industrial Tribunal to pass a "CONSENT AWARD" on the terms of settlement as stated hereinabove.

Dated at Mumbai, this Thirteenth Day of October One Thousand Nine Hundred Ninety Nine.

Representing Bank of India Representing Bank of India

Staff Union

Sd/-

Shri D.R. Harnagle,
Chief Manager (I.R.),
Workman Bank of India.

Shri P.G. Panchal,

Sd/-

Shri Praveen Patel,

Sd/-

Shri Satish Khanolkar,
General Secretary,
BOI Staff Union
(Affiliated to AIBEA)

नई दिल्ली, 4 नवंबर, 1999

का०आ०.3501.—ओशोगिक विवाद अधिनियम, 1947(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यू बैंक ऑफ इंडिया के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओशोगिक विवाद में केन्द्रीय सरकार ओशोगिक अधिकरण, चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-11-99 को प्राप्त हुआ था।

[सं. एल-12012/166/92-आई आर(बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 4th November, 1999

S.O. 3501.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central

Government, Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of New Bank of India and their workmen, which was received by the Central Government on 03-11-99.

[No. L-12012/166/92-IR (B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

BFFORE SHRI B.L. JATAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH.

Case No. I.D. 124 of 1992

Sh. V.K. Ashta

All India Bank Staff Association
1126/19-B, Chandigarh

....Petitioner.

Vs.

Asstt. General Manager
New Bank of India,
Regional Office,
S.C.O. No. 88-89, Sector-17-C,
Chandigarh.

....Respondent.

REPRESENTATIVES :

For the workman :	None.
For the management :	Sh. Sanjeev Pabbi.

AWARD

(Passed on 21st July, 1999)

The Central Govt. Ministry of Labour vide Notification No. L-12012/166/92 I.R. B. 2 dated 31st August' 92 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of New Bank of India in imposing punishments of (i) stoppage of one increment with cumulative effect and (ii) issue of warning to Sh. Satish Kumar Arora, is justified ? If not, to what relief the workman is entitled ?"

2. Today the case was fixed for evidence of the workman. Case repeatedly called. None appeared on behalf of workman. It appears that workman is not interested to pursue with the present petition. In view of the above, the present reference is returned to the Appropriate Govt. for want of prosecution. Appropriate Govt. be informed.

Chandigarh.

21-7-1999

B.L. JATAV, Presiding Officer

नई दिल्ली, 4 नवंबर, 1999

का०आ०.3502.—ओशोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार के ना

बैंक के प्रबंधातंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 03-11-99 को प्राप्त हुआ था।

[सं. एल-12012/170/95-आई आर(बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 4th November, 1999

S.O. 3502.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government, Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workmen, which was received by the Central Government on 03-11-99.

[No. L-12012/170/95-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI B.L. JATAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH.

Case No. ID-97/96

Workman

C/o Arun Ghai
Central Committee Member,
B-XI, Rathi Mohalla,
Ludhiana.

Versus

Deputy General Manager
Canara Bank,
Sector-34-A,
Chandigarh.

APPEARANCES:

For the workman : None.

For the management : Paul S. Saini.

AWARD

(Passed on 1st of October, 1999)

Central Govt. vide Gazette Notification No. L-12012/170/95-I.R.(B. II) dated 30th September, 1996 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Canara Bank represented through Deputy General Manager, Circle Office, Sector-34, Chandigarh in making deduction from the salaries of the em-

ployees without mentioning the relevant dates of loss of pay in the salary slips and without giving show cause notice before declaring loss of pay is legal and just ? If not, to what relief the workman are entitled to and from which date ?”

2. Today the case was fixed for filling of claim statement by the workman. But none appeared on behalf of the workman despite notice. It appears that workman are not interested to pursue with the present case. In view of the above, the present reference is returned to the Ministry for want of prosecution. Appropriate Govt. for want of prosecution. Appropriate Govt. be informed.

Chandigarh.

1-10-1999

B. L. JATAV, Presiding Officer

मई दिल्ली, 4 नवम्बर, 1999

का. आ. 3503.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधातंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-11-99 को प्राप्त हुआ था।

[सं. एल-12012/190/95-आई आर(बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 4th November, 1999

S.O. 3503.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Bank of India and their workmen, which was received by the Central Government on 3-11-99.

[No. L-12012/190/95-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI B. JATAV, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT, CHANDIGARH

Case No. ID. 96/96

Ram Pal Sharma
C/o
General Secretary,
CBI Employees Union,
129, Lal Kuri,
Ambala Cantt

Workman

Versus

Regional Manager,
Central Bank of India,
427-A, Ghumar Mandi,
Ludhiana ...Management.

APPEARANCES :

For the workman : None

For the management: Shri Shammi Kaplish.

AWARD

(Passed on 1st of October 1999)

The Central Govt. vide gazette notification No. L-12012/190/95-IR(B-2) dated 1st of October 1996 has referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of C.B.I. Ludhiana in imposing illegal punishment upon Shri Ram Pal Sharma clerk by way of stoppage of one increment is legal and justified? If not, to what relief is the concerned workman entitled?”

2. The case was fixed for filing of claim statement by the workman. Despite several notices none has put up appearance on behalf of the workman. It appears that workmen is not interested to pursue with the present reference. In view of the above, the present reference is returned to the Ministry for want of prosecution. Appropriate Govt. be informed.

Chandigarh.

1-10-1999

B. L. JATAV, Presiding Officer

नई दिल्ली, 4 नवम्बर, 1999

का. आ. 3504.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में विर्द्धिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-11-99 प्राप्त हुआ था।

[सं. एल-12012/154/96-आई आर(भी-II)]

सी. गंगाधरण, अपर सचिव

New Delhi, 4th November, 1999

S.O. 3504.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in

the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 3-11-99.

[No. L-12012/154/96-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR CORT,
JABALPUR (M.P.)**

PRESIDING OFFICER SRI D. N. DIXIT

CASE NO. : CGIT/LC/(R)/(146)/(97)

Shri Moolchand
S/o Lokman
Through the State President,
The Association of PNB Employees,
Bhopal (M.P.)

.....Union

V/s

The Regional Manager
Punjab National Bank,
4, Shikhartara Building,
Hoshangabad Road,
Bhopal (M.P.)

.....Management

AWARD

Delivered on this 07th day of October 1999

1. The Government of India, Ministry of Labour vide its order No. L-12012/154/96 IR (B-II), dated 21-05-97 has referred the following dispute for adjudication by this Tribunal:

“Whether the action of the management of the Punjab National Bank in terminating the services of Shri Moolchand w.e.f. 5-12-94 is legal and justified? If not, to what relief the said workman is entitled?”

2. The admitted facts of the case of the workman Shri Moolchand is that he applied for Cat. IV part time job in which he stated that his educational qualification is Class IV pass. This was as per the requirement of the management and he was given employment, on verification it was found that the workman was more qualified than he stated in the application. A chargesheet was given to the workman stating that he has given false information to the bank and thus has committed a misconduct. A Departmental Enquiry was held in which the workman participated. The Enquiry Officer found the workman guilty of the misconduct and submitted his report. The workman was given the punishment of

termination of service from 5-12-94. Workman filed and appeal which was dismissed.

3. The case of the workman is that the procedure adopted in the DE was contrary to rules and principles of natural justice. The workman was more qualified than the minimum requirement of the management and this was not a misconduct. Workman never knew that over qualified is a misconduct and hence this cannot be a charge in the DE. The punishment given to the workman is disproportionate to the misconduct.

4. The case of the management is that he deliberately gave a false certificate that his educational qualification was only Class IV. This was the condition for appointment and since the workman fulfilled this condition he was given employment. Later on the management learned that workman has given a false declaration. He was more qualified than what he narrated. Thus the workman has obtained employment on the basis of false information and misrepresentation. The Enquiry Officer found the workman guilty and Disciplinary Authority dismissed the workman from service by order dated 5-12-94. The workman preferred an appeal and he was given a personal hearing. The Appellate Authority confirmed the punishment of dismissal of service. The procedure adopted in the DE is valid and legal. The workman has no case. The management seeks Award in their favour.

5. The first point of consideration in this case is whether the workman deliberately gave a wrong information to the management and on this basis got the employment. The management witness Shri V.S. Duba has stated in his affidavit that the declaration of the workman in respect of his educational qualification is that he is only Class IV pass. The workman filed the certificate of Primary Girls School, Sadar Bazar, Murar, Gwalior, dated 2-1-92 that the workman was only Class IV pass. This very School has written to the Bank on 3-7-93 that the workman has passed Class V in the year 1983 from that school. Thus the workman obtained a bogus certificate on 2-1-92 that he has passed only Class IV while in '83 the workman has passed Class V. This half truth was produced by the workman in his application for service. On this understanding that workman was only Class IV pass that he was given appointment as a Part Time Sweeper, on 28-4-93.

6. The Circular of the management dated 8-2-85 states that part time appointment in the sub-ordinate cadre should be confined to those who has not studied beyond IVth Class. It further states that:

"Any suppression of educational qualification shall warrant termination from Bank Service".

For the sake of convenience this Circular is marked an Ex M1. Thus it is proved that a part time sweeper can be kept only when he has not studied beyond IVth Class. In the present case the workman has studied more hence he was not eligible for appointment to the post of part time sweeper. Further because he suppressed his educational qualification hence he liable for termination.

7. The Enquiry Officer was right in holding that the workman as committed a misconduct and the charge against him is proved.

8. As stated earlier the workman got employment because he gave false information about his educational qualification. As per Circular Ex. M1, the only punishment for this misconduct is termination of service. Thus the punishment given to workman is according to Circular and in conformity to the policy of management. The workman has no case. The Award is given in favour of management. Parties to bear their own costs.

9. Copies of the Award be sent to Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 10 नवम्बर, 1999

का. आ. 3505.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ईलाहाबाद बैंक के प्रबंधतंत्र के संबंध मियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय अनाकुलम को पंचायत को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-99 को प्राप्त हुआ था।

[सं. एल-12012/94/97-आई आर(बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, 10th November, 1999

S.O. 3505.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court Eriakulam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 9-11-99.

[No. L-12012/94/97-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT, ERNAKULAM

(IN THE LABOUR COURT, ERNAKULAM)

(Monday, the 13th day of September, 1999)

PRESENT:

Sri D. Mohanarajan, B.Sc. LLB.,
Presiding Officer

Industrial Dispute No. 32 of 1998 (C)

BETWEEN

The Asstt. Manager, Allahabad Bank, Calcutta

AND

Joint Secretary, C/o Allahabad Bank, Mattancherry

REPRESENTATION:

M.P. R. Nair &
Devan Ramchandran
Advocates,
Chittoor Road,
Cochin-35 For Management

H. B. Shenoy,
Advocates,
Vatsal,
Cochin-682035. For Union

AWARD

The Government of India as per Order No. L-12012/94/97/IR (B-II) dated 23-4-98 referred the following industrial dispute to this court for adjudication.

"Whether the denial on the part of the management of Allahabad Bank to Sri M.N. Raju for appearing the Cash Clerk Test is justified? If not, to what relief the workman is entitled?"

2. Though entered appearance, the union did not file claim statement. When the case stood posted for claim statement with an order "finally" today the 7th day of September 1999, the union filed a memo stating that the dispute is not pressed. Hence I am inclined to think that there is no existing industrial dispute between the parties to be resolved. The reference has to be answered accordingly.

In the result, the reference is answered holding that there is no subsisting industrial dispute between the parties to be adjudicated upon.

Ernakulam.

7-9-99

D. MOHANARAJAN, Presiding Officer

नई दिल्ली, 10 नवम्बर, 1999

का. आ. 3506.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार बैंक

ऑफ महाराष्ट्र के प्रबंधनतंत्र के संवर्धन नियोगी कों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक फि। वाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुम्हाइ नं. 1 अः पंचात को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-99 को प्राप्त हुआ था।

[सं. एल-120 2/135/95-आई आर(बी-II)]

सी. वा. गंगाधरण, अधर सचिव

New Delhi, the 10th November, 1999

S.O. 3506.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Mumbai No. 1 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workman, which was received by the Central Government on 9-11-99.

[No. L-12012/135/95-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1 MUMBAI

PRESENT

Shri Justice C. V. Govardhan,
Presiding Officer

REFERENCE NO. CGIT-39 OF 1997

Parties:—Employers in relation to the management of
Bank of Maharashtra

AND

Their workman Shri Vijay Vithal Pagare

APPEARANCES:—

For the Management : Shri A.P. Nayak,
Asstt. Manager of
the Bank.

For the Workman : Mrs. P.A. Kulkarni,
Advocate

State : Maharashtra

Mumbai, dated this the 26th day of October, 1999

AWARD

The Central Government by its order dated 19-05-1997 has referred the following dispute between the management of Bank of Maharashtra and their workman Shri V.V. Pagare for adjudication by this Tribunal :

"Whether the action of the management of Bank of Maharashtra, Jalgoan in discontinuing/terminating the services/not providing the job of part time Sweeper of to Shri Vijay Vithal Pagare is legal and justified? If not, to what relief the said workman is entitled?"

On the date of hearing, i.e. today both the parties appeared before this Tribunal and filed a joint pursis incorporating consent terms under which they have arrived at a settlement. Heard both the parties. Both admit the consent terms and request the Tribunal to pass an award as per the consent terms. I perused the consent terms and satisfied that passing an award in terms of consent terms will bring industrial peace. Therefore an award is passed in terms and conditions of the parties.

In the result an award is passed in the terms of the consent terms and conditions which is as follows:

"1. The party II, Workman will be posted at any branch in Jalgoan Region as a PTS.

2. The Party II, Workman will not claim any back wages for the period till the date of his appointment, as this will be treated as his fresh appointment in Bank's service.

3. The Party II, Workman will not be entitled to any consequential benefits arising out of his past service.

That the Party II, workman has accepted the same.

That the Party II, Workman has also agreed not to claim in future benefits like back wages etc."

C.V. GOVARDHAN, Presiding Officer

नई दिल्ली, 10 नवम्बर, 1999

का. आ. 3507.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लाई कृष्ण बैंक लिमिटेड के प्रबंधतांत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में भाइट्स औद्योगिक विवाद में केन्द्रीय सरकार लेबर कोर्ट, अर्नाकुलम गृह पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-99 प्राप्त हुआ था।

[सं. एल-12012/158/95-आई आर(बी-I)]

जी. राय, डेस्क अधिकारी

New Delhi, 10th November, 1999

S.O. 3507.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Lord Krishnan Bank Ltd. and their workman, which was received by the Central Government on 9-11-99.

[No. L-12012/158/95-IR(B-I)]

G. ROY, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT, ERNAKULAM

(Labour Court, Ernakulam)

(Wednesday, the 28th July, 1999)

PRESENT :

Sri. D. Mohanarajan, B.Sc., LL.B.,

Presiding Officer.

Industrial Dispute No. 11/96 (C)

Between

The Chairman, M/s Lord Krishnan Bank Limited, Registered & Administrative Office, Express House, Kaloor, Ernakulam, Cochin-17.

AND

Smt. P. K. Sreedevi, Parakkaparambil, Chendamangalam P.O., North Parur-683512.

Representation :

M/s P.F. Thomas and Sunil Thomas,
Advocates Cochin —For Management

M/s M.R. Rajendran Nair
& Associates, Cochin-18. —For Workman

AWARD

1. The Government of India, as per order No. L-12012/158/95-IR(B-I), dated 22-4-96 referred the following industrial dispute to this court for adjudication.

"Whether the action of the management of M/s Lord Krishnan Bank Limited, Ernakulam in terminating the services of Mrs. P.K. Sreedevi, temporary Clerk, Administrative office, Ernakulam w.e.f. 20-10-94 is justified or not? If not justified to what relief Mrs. P.K. Sreedevi is entitled?"

2. Pursuant to the notice issued from this court both parties entered appearance and submitted their respective pleadings.

3. When the case stood posted for evidence today the 28th July, 1999, the workers did not turn up and adduce evidence.

The learned counsel appearing for the worker submitted that the matter in controversy between the parties has been settled out of the court. Thus I am inclined to think that there is no subsisting industrial dispute between the parties to be resolved.

In the result, the reference is answered holding that there is no subsisting industrial dispute between the parties to be adjudicated upon.

Ernakulam,
28.7.99

D. MOHANARAJAN, Presiding Officer

गई दिल्ली, 10 नवम्बर, 1999

का. आ. 3508.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ बीकानेर एंड जयपुर के प्रबंधात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक-अधिकरण-कम लेबर कोर्ट, जयपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-99 को प्राप्त हुआ था।

[सं. एल-12012/16/96-आई आर(ओ-1)]

जी. राम, डैस्क अधिकारी

New Delhi, the 10th, November, 1999

S.O. 3508.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Bikaner and Jaipur and their workman, which was received by the Central Government on 9-11-99.

[No. L-12012/16/96-IR(B-I)]

G. ROY, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CIT B-21/97

Reference No. L-12012/16/96-IR(B) dt. 23-6-1997

Sh. Om Parkash Sharma
S/o Sh. Sita Ram Sharma
At Balawala, Tah. Sanganer,
Distt : Jaipur

V/s

The General Manager,
State Bank of Bikaner & Jaipur,
Head Office, Tilak Marg,
Jaipur.

Attendance : From applicant : Shri D.C. Tewari, Advocate
From non-applicant : Shri H.C. Chabra, Advocate.

Date of Award : 13-9-1999

AWARD

The Central Government vide notification referred above has referred the following dispute under section 10(1) of the Industrial Dispute Act, 1947 hereinafter referred as the Act, 1947 for adjudication to this Tribunal.

"Whether the action of the management of SBBJ, Jaipur is justified in terminating the services of workman Shri Om Parkash Sharma S/o Shri Sita Ram Sharma w.e.f. 19-11-94 and employing another junior workman Shri Vijay Kumar in his place without giving any opportunity of employment in violation of section 25H of ID Act, 1947. If not, what relief the workman is entitled ?"

The reference was registered and notices were issued to the parties. The applicant filed the statement of claim stating that he was given appointment in the State Bank of Bikaner and Jaipur hereinafter referred as Bank on 6-8-94 on the post of class IV on daily wage @ Rs. 30/- per day and he continued work in the Bank upto 17-11-94. The details of the wages which he received during the above period were also given. It is alleged that the Bank did not make payment of his wages for the period 1-11-94 to 17-11-94 and by an oral order his services were terminated w.e.f. 19-11-94. It is further stated that after termination of his services appointment was given to Shri Vijay Singh S/o Kailash Narain Sharma who joined the duty in the Bank on 21-11-94. Before his termination of services the Bank did not publish the seniority list nor he was given any notice for termination of his services and Rule 77 of the Industrial Disputes (Central) Rules, 1957 hereinafter referred as the Rules, 1957 was violated. It is alleged that after termination of his services he should have been provided re-employment under Rule 78 of the Rules 1957, which was not given and the provision of section 25H of the Act 1947 was also violated. After termination of his services he filed a Writ Petition in the Rajasthan High Court, but the High Court directed that he may take proceedings under the Act, 1947. Therefore he filed an application before the Assistant Labour Commissioner, Jaipur who submitted the failure report and thus the dispute was referred to the Tribunal, by the Central Government. It is further stated that he is unemployed and prayed that the order or termination of his service be set aside and he should be allowed to be taken in service with back wages with interest.

The Bank filed the reply to the statement of claim. It is denied that the applicant was appointed in the Bank upto 17-11-94. It is also denied that the services of the applicant were terminated on 19-11-94. It is contended that the appointment has not been given to Shri Vijay Singh and no proof has been given on what basis he joined

the duty in the Bank. It is denied that Rule 78 of the Rules 1957 or Rule 25H of the Act 1947 is violated. It is further stated that if the applicant has worked on contract basis then also he is not entitled for temporary/permanent appointment as there is set procedure for recruiting the subordinate staff in the Bank. For recruitment names are called from the Employment Exchange. The candidates upto the age of 23 years are eligible for temporary appointment and upto the age of 26 years for permanent appointment. It is further contended that the dispute has been raised after about 5 years and therefore the claim is fit to be rejected. It is denied that the wages of the applicant for the period from 1-11-94 to 17-11-94 are due against the Bank.

On the basis of the pleadings of the parties the following points of disputes were framed :—

Points of Disputes

1. आया प्रार्थी ने विपक्षी संस्थान में दिनांक 6-8-1994 से 17-11-1994 तक दैनिक वेतन के आधार पर चतुर्थ श्रेणी कर्मचारी के पद पर लगातार कार्य किया एवं दिनांक 19-11-1994 को सेवा से हटा दिया गया।
2. आया अप्रार्थी ने प्रार्थी की सेवा समाप्ति से पूर्व कर्मचारियों की वरिष्ठता सूची प्रकाशित नहीं की एवं औद्योगिक विवाद (केन्द्रीय नियम 1957) के नियम 77 का उल्लंघन किया।
3. आया विपक्षी ने प्रार्थी की सेवा समाप्ति के तुरंत बाद विजय सिंह को नियुक्ति प्रदान कर औद्योगिक विवाद अधिनियम 1947 की धारा 25 (एच) का उल्लंघन किया।
4. आया प्रार्थी के द्वारा विवाद देरी से उठाये जाने के कारण खारिज होने योग्य है।
5. प्रार्थी किस सहायता प्राप्त करने का अधिकारी है।

The applicant in support of his claim filed his own affidavit and certain documents. The opposite party was given the opportunity to cross examine him on affidavit. On behalf of the opposite party affidavit of Shri Satish Kumar Ajmera, Deputy Manager, Head Office of the Bank was filed and the opportunity was given to cross examine him.

Arguments on behalf of counsel for both the parties were heard and the record perused. The findings on the points in disputes are given below in seriatum :

Point No. 1 : The applicant has stated on oath that he worked in the Bank from 6-8-94 to 17-11-94 on the post of class IV on daily wage at the rate of Rs. 30/- per day and on 19-11-94 by an oral order he was removed from service. He was paid wages as given below for the period from 6-8-94 to 31-10-94.

Sl. No.	Period	Amount
1.	6-8-94 to 31-8-94	Rs. 600/-
2.	1-9-94 to 15-9-94	Rs. 360/-
3.	16-9-94 to 30-9-94	Rs. 360/-
4.	1-10-94 to 15-10-94	Rs. 360/-
5.	16-10-94 to 31-10-94	Rs. 390/-

The wages for the period from 1-11-94 to 17-11-94 were not paid to him. Although in the reply the opposite party denied that the applicant worked in the Bank but Shri Satish Kumar Ajmera, Deputy Manager of the Bank admitted that the applicant was engaged on contract basis for doing a special job and therefore his case does not fall within the meaning of retrenchment as provided in section 2(oo) (bb) of the Act 1947. In cross examination it was admitted by him that the applicant was paid wages @ Rs. 30 per day. It was further admitted that the applicant had been paid wages for the period 1-11-94 to 17-11-94. It is thus proved that the applicant has worked in the Bank on daily wage basis. It has not been denied by Shri Satish Kumar Ajmera that the applicant worked in the Bank from 6-8-94 to 17-11-94. In these circumstances I do not find any reason not to believe the statement of the applicant that he worked in the Bank for the period 6-8-94 to 17-11-94. As per the statement of the applicant he has been paid wages for a period of 69 days and on adding the working days during which the applicant has worked in the Bank during the month of November, 94 the number of the working days the applicant has worked in the Bank comes to more than 80 days. It is thus proved that the applicant has worked on daily wage basis in the Bank for the period from 6-8-94 to 17-11-94 i.e. for a period more than 80 days on the post of class IV on daily wage.

The applicant has stated that his service were orally terminated on 19-11-94. Shri Suresh Kumar Ajmera's statement that the applicant was engaged on contract basis for doing special job cannot be relied upon for the reason that no such plea was taken in the reply. Not only this but no such details of contract have been given by him. In these circumstances there is no reason to disbelieve the applicant and it is proved that his services were terminated on 19-11-94.

Point No. 2: It was alleged by the applicant that no seniority list as required under Rule 77 of the Rules 1957 was published by the Bank before termination of his services. In the reply it was stated that the applicant was

not in service and so the question of publishing of such a list did not arise. It is thus not disputed and rather it is admitted that such list was not published as required under Rule 77 of the Rules 1957 which provides as under :—

“Maintenance of seniority list of workman :—The employer shall prepare a list of all workman in the particular category from which retrenchment is contemplated arranged accordingly to the seniority of their service in that category and cause a copy thereof to be pasted on a notice board in a conspicuous place in the premises of the industrial before the actual date of retrenchment.”

It is, thus, proved that seniority list as provided under Rule 77 of the rules referred above was not prepared by the Bank and the above rule was violated.

Point No. 3 In the order of reference it has been mentioned that one Shri Vijay Kumar who was junior to applicant was given employment in violation of section 25H of the Act 1947. In the statement of claim it has been stated that Shri Vijay Singh was given employment after termination of his services. After the close of the evidence the applicant gave an application that Vijay Kumar and Vijay Singh are the names of same person and also produced a voucher in the name of Vijay Sharma. In reply to the above application it was denied by the non-applicant that all the above names are of the same person. It was also stated that just by production of the voucher it is not proved that the same was in respect of payment of wages to Shri Vijay Sharma. The onus to prove that the Bank employed Vijay Kumar after termination of his services is on the applicant. There is oath against oath about giving employment to Shri Vijay Singh after termination of service. Moreover in the order of reference name of Vijay Kumar has been given and in the pleadings' Vijay Singh. In absence of the evidence no finding can be given that the above names are of the same person. The applicant could have examined any other employee of Bank to prove that employment was given to Vijay Kumar after termination of services. He did not do so. In view of the above the applicant has failed to prove that after termination of his services employment was given to Shri Vijay Singh in violation of section 25H of the Act, 1947.

Point No. 4 The applicant stated that he filed a Writ Petition in the High Court after termination of his services but the High Court directed him to take proceeding under Act, 1947 by order dt. 12-1-95 and thereafter on 11-9-95 he filed an application before the Assistant Labour Commissioner (Central). The above statement of the

applicant on oath has not been controverted on behalf of the non applicant. It cannot, therefore, be said that the applicant did not challenge the order of his termination for a period of 5 years. The dispute has been referred by the Central Government in the month of June 1997 that is after about two and half years of his termination. Merely on the ground of above delay the claim cannot be rejected. The delay however will be considered while discussing point No. 5.

Point No. 5 On the basis of findings on point number 1 & 2 the action of the termination of the services of the applicant by the Bank is illegal and unjustified. I am supported in my above view from the decision of the Rajasthan High Court in case General Manager, Northern Railway, New Delhi versus Judge, Central Industrial Tribunal & others reported in RLR 1991 (1) 577 and in the case Bhag Chand Jain versus Rajasthan Rajya Pathya Pustak Mandal & others WLR 1995 Raj. 71. In both the above decisions it has been held that compliance of Rule 77 is mandatory and non-compliance thereof renders the retrenchment illegal. Regarding back wages in the case reported in RLR 1991(1) 577 the dispute was raised after one year and 50% back wages were allowed to the applicant. In the present case also the dispute was raised after about 10 months of the termination of services. The statement of the applicant that he has been out of the employment after termination of services has not been challenged on behalf of the non-applicant. Keeping in view the above decision it will be proper to allow 50% of the back wages to the applicant from the date of termination of service. Accordingly the reference is answered in the following terms:-

It is not proved that provisions of section 25H of the Act 1947 have been violated. It is proved that Rule 77 of the Rules 1957 has been violated by the Bank and so the action of the management of Bank in terminating the services of the workman Shri Om Prakash Sharma w.e.f. 19-11-94 is illegal and not justified. He will be entitled to reinstatement with 50% back wages from the date of termination of his services till the date of the publication of the Award in the Gazette.

The award is accordingly passed in the above terms. The copies of which may be sent to the Central Government for publication under section 17(1) of the Act 1947.

Sd/- Illegible,
Industrial Tribunal

नई दिल्ली, 10 नवम्बर, 1999

का. आ. 3509.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार फ्रेडल बैंक लिमिटेड के प्रबन्ध तंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार लेवर कोर्ट अर्नाकुलम के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-1999 को प्राप्त हुआ था।

[सं. एल-12012/45/97-आईआर(बी-1)]

जी. राय, डैस्क अधिकारी

New Delhi, the 10th November, 1999

S. O. 3509.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Labour Court Ernakulam as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Federal Bank Ltd. and their workman, which was received by the central Government on 9-11-1999.

[No. L-12012/45/97 IR (B-I)]

G. ROY, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR
COURT, ERNAKULAM
(IN THE LABOUR COURT, ERNAKULAM)

(Wednesday the 18th day of August, 1999)

Present :

Sri. D. Mohanarajan, B. Sc., LL.B.,

Presiding Officer

Industrial Disputes No. 53 of 1997 (C)

Between

The Chairman, Federal Bank Limited, Alwaye.

And

The workman of the above concern represented by the
Federal Bank Employees Union

Representations :

P. Sankara Narayanan,
advocates,
B.S. Krishnan Associates,
Ernakulam

— For Management

M. Ramchandran,
advocate,
Cochin - 682 017

— For Union

AWARD

The Government of India as per order No. L-12012/45/97-IR (B.I.) dated 5-11-97 referred the following industrial dispute to this court for adjudication.

"Whether the management of the Federal Bank Ltd. Alwaye is justified in awarding the punishment of dismissal to Sri. V. Kunjappan, Clerk ? If not, to what relief the concerned workman is entitled to?"

2. The union and the management entered appearance and advanced their respective pleadings.

3. The following are admitted facts : Sri. V. Kunjappan, the workman involved in the dispute joined the service of the management bank on 25-11-1967. He had worked as clerk at various branches of the bank. He had transferred from Indore branch to Thannithode branch as per order dated 24-6-1992 and subsequently from Thannithode branch to Agra branch as per order dated 26-9-1992. He was charged sheeted by the management on 5-1-1994 alleging that he had claimed and obtained an amount of Rs. 3675/- towards II Class A.C. train fare from Indore to Cochin for himself, his wife and minor son whereas his wife and child were actually staying at Indore and never travelled to Cochin pursuant to his transfer to Thannitode and that he submitted another T.A. bill for Rs. 7798.40 as I Class train fare from Ernakulam to Bhopal for his wife and child and also claimed to Rs. 2600/- for transportation of goods from Indore to Agra, whereas his wife and child did not travel from Cochin to Bhopal, nor his goods were taken from Indore to Agra. He was also placed under suspension w.e.f. 5-1-1994. As his explanations to the show cause notice were not acceptable to the management, a domestic enquiry was ordered against the charges levelled against him. Sri Prakash C. Chandy, a Deputy Manager of the management bank was appointed as the enquiry officer. In the enquiry the workman participated throughout. After the conclusion of the enquiry, the enquiry officer submitted his report to the management finding the workman guilty of the charges. The management accepted the enquiry report and dismissed the workman from service, after giving him an opportunity of being heard. Against the order of dismissal, the workman preferred appeal before the appellate authority who rejected the appeal. The union took up the matter and raised the present dispute.

4. In the claim statement filed by the union, it is contended, inter alia that the domestic enquiry was held violating the principles of natural justice, that the workman was not given sufficient opportunity to prove his innocence in the enquiry, that the findings of the enquiry officer are perverse and not supported by evidence and that the punishment of dismissal is too harsh and excessive and also disproportionate to the charges alleged against him. It is further specified in the claim statement that the workman had performed his duties in the bank for more

than 25 years honestly, sincerely and without giving room to any complaint and that his blemishless career was not taken into consideration while imposing the punishment.

5. The management through its written statement has contended amongst other things that the enquiry officer conducted the enquiry in accordance with the principles of natural justice, that the workman who participated in the enquiry had availed the assistance of the President of his union to defend his case, that the enquiry officer, after considering the evidence on record, submitted his report finding the workman guilty of the charges, that considering the gravity of proved misconduct, punishment of dismissal from service was imposed by the disciplinary authority after an opportunity for personal hearing was given to the workman and that the punishment of dismissal imposed on the workman is quite proportionate and is legal and justified.

6. As consented to by the union, the enquiry file containing the report of the enquiry officer and enquiry proceedings was marked as Ext. M1 without examining the enquiry officer as a witness. In the above situation, the union is estopped from challenging the validity of the enquiry and the correctness of the findings entered into by the enquiry officer. Further at the time of argument it was submitted on behalf of the union that the validity of the enquiry and the findings of the enquiry officer are not disputed and that the sustainability of the extreme penalty of dismissal alone is attacked. The learned counsel for the union has placed reliances on the decisions report in A.I.R. 1989 Supreme Court 149, 1982 Lab. I.C. 1031, 1997 II L.L.J. 947 and 1997 III L.L.J. (supplement) 1037 and submitted that a lenient view may be taken in the matter of punishment based on the principles laid down in the said decisions.

7. Section 11A of the Industrial Disputes Act confers wide powers on the Labour Court to interfere with an order of discharge or dismissal of a workman and to substitute any lesser punishment, having regard to the facts and circumstances of the case. The statute does not prescribe guidelines for the exercise of the powers under section 11A. The court is required to decide the question on principle and on germane considerations without being influenced by irrelevant factors. As held by the Gujarat High Court in R.M. Parmar Vs. Gujarat Electricity Board, Baroda (1982 Lab. I.C. 1031), the workman is not bound to admit the charges or to plead guilty in order to enable him to invoke the jurisdiction of the court under section 11A to reduce the penalty. Their Lordships through the said decision have observed that in the matter of punishment, the approach to be made is the approach that parents make towards an erring or misguided child. The main purpose of a punishment is to correct the fault of the employee concerned by making him more alert in the future.

8. In case of similar nature the Division Bench of the Madras High Court in S. Murugadhas Vs. State Bank of India and another (1997 II L.L.J. 947) has observed that the punishment of dismissal imposed on the employee is not only harsh and excessive but also disproportionate to the proved charges. The misconducts charged and proved against the workman involved in that case and the workman herein are more or less identical. The Madras High Court modified punishment of dismissal by directing reinstatement of the employee in service with continuity of service but without back wages. In another similar charges of misconduct the Allahabad High Court in Scooter India Limited Vs. Presiding Officer, Labour Court and others [1997 III L.L.J. (suppl.) 1037] has taken the view that the extreme penalty of dismissal is too harsh to be sustained and has modified the punishment directing the management to reinstate the workman with 50% back wages. In the instant case, the workman has not played with any customer's account/amount and the only charge was that the claimed reimbursement of some amount alleged to have been spent by him. No records of service have been placed before this court to show that his record of service was with any blemish. The fact that he had joined the service of the Bank in the year 1967 and was having continuous service till 5-1-94, the date on which he was placed under suspension is not in dispute. He is now about 52 years old. He has got another 8 years of service in the Bank. In my opinion, for the misconduct committed by him, such deterrent punishment of dismissal is not called for.

9. The Apex Court in Scooter India Limited, Lucknow Vs. Labour Court, Lucknow and others (AIR 1989 S.C. 149) has held that justice must be tempered with mercy and that the erring workman should be given an opportunity to reform himself and prove to be a loyal and disciplined employee of the management company. Even if the workman is guilty of the charges levelled against him, he has the right to invoke the powers of the Labour Court under section 11A for reduction of the penalty.

10. Having regard to the facts and circumstances of this case, I am of the view that the extreme penalty of dismissal imposed on the workman by the management is too harsh and excessive and so requires modification. I therefore modify the punishment by directing the management to reinstate him in service with continuity of service but without back wages. An award has to be passed accordingly.

In the result, an award is passed modifying the punishment and directing the management to reinstate the workman with continuity of service but without back wages.

This award shall come into force on the expiry of 30 days from the date of its publication in the Government Gazette.

Dictated to the Confidential Assistant transcribed and typed out by her corrected by me and passed this the 18th day of August, 1999.

D. MOHANARAJAN, Presiding Officer.
Ernakulam.

APPENDIX

Witness examined on the side of management : Nil.

Witness examined on the side of union : Nil.

Documents marked on the side of Management :

M1—Enquiry file submitted by management.

Documents marked on the side of Union : Nil.

नई दिल्ली, 12 नवम्बर, 1999

का. आ. 3510.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंदौर, ग्वालियर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-11-99 प्राप्त हुआ था।

[सं. एल-12012/58/88-छी III(ए)आई. आर. (बी-I)]

जी. राय, डैस्क अधिकारी

New Dehi, the 12th November, 1999

S. O. 3510.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Indore, Gwalior and their workman, which was received by the Central Government on 11-11-1999.

[No. L-12012/58/88 D-III(A) IR(B-I)]

G. ROY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR.

NO. CGIT/LC/R/158/90

PRESIDING OFFICER: SHRI D.N. DIXIT

Sri. Ramesh Chandra,

C/o Shri Bhogiram Omprakash Pansari,

Sadar Bazar,

R/o Ambah,

Distt. Morena

Applicant

Vs.

State Bank of Indore through
Regional Manager, Regional Office,
Modi House, Gandhi Road,
Gwalior

Non-applicant

AWARD

Delivered on this 29th day of October, 1999

1. The Government of India, Ministry of Labour vide order No. L-12012/58/88-D.III(A) dated 13-6-90 has referred the following dispute for adjudication by this Tribunal—

"Whether the action of the management of State Bank of Indore, Gwalior in not providing employment to Shri Ramesh Chandra S/o Bhogiram Gupta clerk-cum-cashier after the 6-4-84 and whether his termination is justified ? If not, what relief the workman is entitled to ?

2. The workman is absent since 27-8-99. It seems that the workman is not interested in pursuing the case. In view of the above, No dispute Award is passed. Parties to bear their own costs.

3. Copies of the award be sent to the Ministry of Labour, Government of India as per rules.

D.N. DIXIT, Presiding Officer

नई दिल्ली, 4 नवम्बर, 1999

का. आ. 3511.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजनकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/चंडीगढ़ के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-11-99 प्राप्त हुआ था।

[सं. एल-12012/413/91-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Dehi, 4th November, 1999

S. O. 3511.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 3-11-1999.

[No. L-12012/413/91-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI B.L. JATAV,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHANDIGARH.

Case No. I.D. 46 of 1992

Sh. Rakesh Chander Sharma
Distt. Secretary
Punjab National Bank Employees Union
C/o Shalimar Nagar
Near Employment Office
Near Police Lines Gurdwara,
Hoshiarpur (Pb.)

... Petitioner

Vs.

Zonal Manager,
Punjab National Bank
Ludhiana (Pb.)

... Respondent

Representative :

For the workman : Shri Rakesh Chander
For the management : Shri Y.S. Chibb.

AWARD

(Passed on 29th July, 1999)

The Central Govt. Ministry of Labour vide Notification No. L-12012/413/91-L.R. (B-2) dated 29th April, 1992 has referred the following dispute to this Tribunal for adjudication:

"Whether it is true and correct interpretation of Clause 7(d) and 7(f) of the Memorandum of settlement arrived at between the Management of Punjab National Bank and All-India PNB Employees Federation before the Regional Labour Commissioner, New Delhi on 1-11-88?"

"Does it imply that the candidate should not be under debarment as on the date of application/date of test or does it imply that the debarment is not for participation in the selection process but only for actual promotion, considering the time lag between the commencement of selection process and its conclusion ?"

Can an employee participate in the selection process for the posting of special Assistant/JMU-I during the period of debarment and be eligible for posting/promotion if the debarment period is over before completion of the selection process ?"

2. Today the case was fixed for evidence of the parties. Rep. of the workman filed an application and states that he now does not want to pursue with the present reference and a no dispute award be returned to the

Ministry. In view of the above, as the workman does not want to pursue with the present, present reference is returned to the Appropriate Govt. as no dispute award. Appropriate Govt. be informed.

B.L. JATAV, Presiding Officer

नई दिल्ली, 5 नवम्बर, 1999.

का. आ. 3512.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय चैनरी के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-11-99 प्राप्त हुआ था।

[सं. एल-12012/296/97-आई.आर. (बी-II)]

सी गंगाधरण, अधर सचिव

New Delhi, the 5th November, 1999

S. O. 3512.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India, and their workman, which was received by the Central Government on 4-11-1999.

[No. L-12012/296/97-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. LABOUR COURT,
CHENNAI.

Present : Thiru K.S. Venkatachalam, B.Sc., B.L.
D.T.L., Presiding Officer.

MONDAY THE 30TH DAY OF AUGUST, 1999.

INDUSTRIAL DISPUTE NO. 6 OF 1998

BETWEEN

Thiru K.S. Krishnan,

Rep. by General Secretary,

UBI Employees Union, 115, Angappan St.

I Floor, Chennai-1.

AND

The management of Union Bank of India,

by its General Manager, Zonal Office,

30, Broadway, Chennai-1.

AWARD :

This industrial dispute between the workman Thiru K.S. Krishnan and the management of Union Bank of India, by its General Manager, Zonal Office, Chennai-1, has been referred to this court by the Government of India, Ministry of Labour, by Order No. L. 12012/296/97/IR (B-II) dated 27/28-4-98 on the following issue:

“Whether the action of the management of Union Bank of India in terminating the services of Sh. K.S. Krishnan w.e.f. 20-1-86 is justified and legal ? If not, what relief the workman is entitled ?

2. The parties have not filed their pleadings.

3. Today the dispute is taken up for enquiry. Petitioner called absent. No representation. In the result, an award is passed dismissing the I.D. for default. No. costs.

Dated at Chennai, this the 30th day of August, 1999.

K.S. VENKATACHALAM, Presiding Officer.

नई दिल्ली, 5 नवम्बर, 1999

का. आ. 3513.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनाइटेड इंडिया इंश्यूरेंस कं. लि. के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण II-धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-11-1999 को प्राप्त हुआ था।

[सं. एल-17012/54/91-आईआर(भी-II)]

सौ. गंगाधरण, अवर सचिव

New Dehi, 5th November, 1999

S. O. 3513.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-II, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of United India Insurance Co. Ltd., and their workman, which was received by the Central Government on 4-11-1999.

[No. L-17012/54/91-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVRNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I. D. Act., 1947

Reference No. 18 of 1992

PARTIES:

Employers in relation to the management of United India Insurance Co. Ltd. and their workman.

APPEARANCES:

On behalf of the workman : None.

On behalf of the employers : None.

State : Bihar Industry : Insurance

Dated, Dhanbad, the 26th October, 1999

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-17012/54/91-IR(B-II), dated, the 16th April, 1992.

SCHEDULE

“Whether the action of the management of United India Insurance Co. Ltd., in denying the post of Cashier and Cash handling allowance to Sh. Laxmi Kumar is justified ? If not, to what relief is the workman entitled ?”

2. In this reference both the parties made their appearances and filed their respective written statement etc. But subsequently both the parties abstained from appearing before this Tribunal and taking any steps although several adjournments were granted to them. The reference is pending since 1992 and it is of no use to drag the same any more. Under such circumstances, a ‘No dispute Award’ is being rendered and the reference is disposed of on ‘No dispute’ Award basis on the presumption of non-existence of any industrial dispute between the parties presently.

B. B. CHATTERJEE, Presiding Officer.

नई दिल्ली, 4 नवम्बर, 1999

का. आ. 3514.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल. आई.सी. ऑफ इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-11-1999 को प्राप्त हुआ था।

[सं. एल-17012/25/95-आईआर(भी-II)]

सौ. गंगाधरण, अवर सचिव

New Delhi, the 4th November, 1999

S. O. 3514.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workman, which was received by the Central Government on 3-11-1999.

[No. L-17012/25/95-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR (MP)

NO. CGIT/LC/R/68/97

PRESIDING OFICER: SHRI D.N. DIXIT

Shri Babulal Maruti Bhujade
R/o Govindpur, Joglekar Ward,
Gondia, Teh Gondia,
Distt. Bhandara

Applicant

Versus

Sri. Divisional Manager,
Life Insurance Corporation of India,
Divisional Office,
National Insurance Building,
S.V. Patel Marg,
Nagpur.

Non-applicant

AWARD

Delivered on this 8th day of October, 99

1. The Government of India, Ministry of Labour vide order No. L-17012/25/95/IR(B-II) dated 4-3-97 has referred the following dispute for adjudication by this tribunal.

“Whether the action of the management of Life Insurance Corporation of India Divisional Office, Nagpur in terminating the services of Shri Babulal Maruti Bhujade, a sub staff w.e.f. 2-2-94 is legal and justified? If not, what relief the said workman is entitled?”

2. The workman was given summons for service to the management for appearance on 23-8-99. The service

was effected by the workman but inspite of service, the management remained absent on 23-8-99 and 5-10-99.

3. The statement of claim of the workman states that he was appointed as sub staff by written order dated 1-3-90 and this period was extended from time to time till 2-2-94 when his services were terminated. Thus the workman has worked continuously from 1-3-90 till 2-2-94 prior to termination he has not been given notice of retrenchment and retrenchment compensation. Thus the retrenchment of the workman is against the provisions of Sec-25-F of the I.D. Act and illegal. There is nothing to doubt the case of the workman as stated in statement of claim. I believe him.

4. The award is given in favour of the workman: Order of termination dated 2-2-94 is quashed. He will be deemed to be in continuous service. The workman has not worked from 2-2-94 to the date of award hence he will not be entitled to salary and allowances. From the date of award, the workman will be entitled to salary and allowances as per rules.

5. Management to pay Rs. 2000 as cost to the workman.

6. Copies of the award be sent to the Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 4 नवम्बर, 1999

का. आ. 3515.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार और ऑफ महाराष्ट्र के प्रबन्धातार के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-11-1999 को प्राप्त हुआ था।

[सं. एल-12012/265/91-आई आर (बी-II)]

सौ. गंगाधरण, अवर सचिव

New Delhi, the 4th November, 1999

S. O. 3515.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Maharashtra and their workman, which was received by the Central Government on 3-11-1999.

[No. L-12012/265/91-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR (MP)

NO. CGIT/LC/R/77/92

PRESIDING OFICER: SHRI D.N. DIXIT

Madhya Pradesh Bank Karamchari Sangh

C/o Shri G.P. Gupta,

Hanuman Mandir Gali,

Yadav Colony, Jabalpur

Applicant

Versus

The Management of
Bank of Maharashtra,
Wright town,

Jabalpur

Non-applicant

AWARD

Delivered on this 8th day of October, 99

The Government of India Ministry of Labour, vide order No. L-12012/265/91-IR(B-II) dated 10-4-92 has referred the following dispute for adjudication by this tribunal.

"Whether the claim of Madhya Pradesh Bank Karmchari Sangh, that its office bearers were being given special leave or any conclusion for attendent to the proceedings before Conciliation officers/tribunals prior to 4-1-91 is correct? If so, whether withdrawl of the same from 4-1-91 was justified? what relief, if any, are the workmen concerned entitled to?"

2. Both the parties appeared in the court and stated that there does not exists any dispute about the reference. Since they have settled the case. No Dispute Award is passed. Parties to bear their own cost.

3. Copies of the award be sent to the Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer

मई दिल्ली, 10 नवम्बर, 1999

का. आ. 3516.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ

इंडिया के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, चैनई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-1999 को प्राप्त हुआ था।

[सं. एल-12012/214/95-आई आर (बी-II)]

सौ. गंगाधरण, अवर सचिव

New Delhi, the 10th November, 1999

S. O. 3516.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 9-11-1999.

[No. L-12012/214/95-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,
TAMIL NADU, CHENNAI

Friday, the 10th day of September, 1999

Present:

THIRU S. ASHOK KUMAR, M.Sc., B.L.,

Industrial Tribunal

Industrial Dispute No. 113 of 1997

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workman and the Management of Union Bank of India, Chennai-600108).

Between

Sh. A.N. Naveen Kumar,
35, Ayalur Muthia Road,
Ground Floor, Chennai-600 079.

And

The Zonal Manager,
Union Bank of India, Zonal Office,
139, Broadway, Chennai-600 108.

Order No.

REFERENCE: L-12012/214/95/IR(B-II) dated 23-6-1997.

Ministry of Labour, Govt of India, New Delhi.

This dispute coming on for final hearing on Wednesday, the 18th day of August, 1999, upon perusing the reference, claim statement and all other material papers on record and upon hearing of Mr. A. Mani and B. Jagadeesan, Advocates, appearing for the petitioner/workman and the Respondent/Management being absent and *set ex parte*, this Tribunal made the following

AWARD

This reference has been made for adjudication of the following issue :

"Whether the management of Union Bank of India, Z.O., Madras is justified in awarding punishment of dismissal in respect of Shri A.N. Naveen Kumar, Cashier-cum-Clerk? If not to what relief Shri A.N. Naveen Kumar is entitled and what directions are necessary in this matter?"

WW1 examined in *ex parte* proceeding. Ex. W1 to W14 have been marked. Claim proved. Award passed as prayed for. No costs.

Dated this the 10th day of September, 1999

S. ASHOK KUMAR, Industrial Tribunal

WITNESSES EXAMINED**For Workman:**

WW1 : Thiru A.N. Naveen Kumar

For Management : None

DOCUMENTS MARKED**For Workman :**

Ex. W1/15-11-92 Show Cause Memo issued to the Petitioner/Workman (xerox copy)

Ex. W2/7-12-92 Explanation by the Petitioner/Workman (xerox copy)

Ex. W3/20-1-93

Charge Memo issued to the petitioner/workman (xerox copy)

" W4/24-4-93

Supplemental Charge Memo issued to the Petitioner/workman (xerox copy)

" W5/15-5-93

Enquiry notice (xerox copy)

" W6/30-8-93

Findings of the Enquiry officer (xerox copy)

" W7/3-11-93

Further proceedings of Disciplinary Authority (xerox copy)

" W8/20-11-93

Dismissal Order (xerox copy)

" W9/1-1-94

Appeal preferred by the petitioner/workman (xerox copy)

" W10/2-3-94

Order of Appellate Authority (xerox copy)

" W11/11-7-94

2(A) Petition filed before the Conciliation Officer, (xerox copy)

" W12/20-9-94

Reply filed by the Respondent/Management before the Conciliation officer (xerox copy)

" W13/18-1-95

Rejoinder to Ex. W12 (xerox copy)

" W14/22-5-95

Conciliation Failure report (xerox copy)

For Management : Nil.

नई दिल्ली, 15 नवम्बर, 1999

का. आ. 3517.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबन्धतान्त्र के सेबद्ध मियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण कलकत्ता के पंचाट ओं प्रकाशित करती है, जो केन्द्रीय सरकार को 11-11-1999 को प्राप्त हुआ था।

[सं. एस-17011/1/99-आईआर(बी-II)]

सी. गंगाधरण, अधर सचिव

New Delhi, the 15th November, 1999

S.O. 3517.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workmen, which was received by the Central Government on 11-11-1999.

[No. L-17011/1/99-IR(B-II)]

C. GANGADHARAN, Under secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 25 of 1999

Parties : Employers in relation to the management of LIC of India

AND

Their Workmen

Present :

Mr. Justics A. K. Chakravarty
..... Presiding Officer

Appearance :

On behalf of Management Mr. S. Pal Chowdhury, Advocate.

On behalf of Workmen None.

State : West Bengal. Industry : Insurance.

AWARD

By Order No. L-17011/1/99-IR(B-II) dated 16-7-1999 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of National Insurance Co. Ltd., Calcutta in converting the services of Bradnua Operators and Comptist straightway to Asstt. (Clerical) ignoring the seniority of Assistant (Typist) who are also supposed to be converted to clerical cadre is justified? If not, what relief the concerned workman are entitled?”

2. When the case is called out today, management is represented by its learned Advocate. None appears on behalf of the union inspite of service of notice upon it. It appears from the record that numer of adjournments have been granted to the union for its appearance and also for filing written statement, but the union has neither done the same nor taken any step in the matter. It is accordingly clear that the union is no longer interested in proceeding with the case.

3. There being thus complete absence of material on record for any decision in respect of the schedule under reference, this Tribunal has no other alternative but to pass a “No Dispute” Award in this reference.

4. A “No Dispute” Award is accordingly passed and the reference is disposed of.

This is my Award.

A. K. CHAKRAVARTY, Presiding Officer

Dated, Calcutta,

The 2nd November, 1999.

नई दिल्ली, 15 नवम्बर, 1999

का. आ. 3518.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओरियन्टल इंशोरेंस कंपनी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-11-99 को प्राप्त हुआ था।

[सं. एल-17011/60/89-आईआर(बी-1)]

सौ. गंगाधरण, अवर सनिव

New Delhi, the 15th November, 1999

S.O. 3518.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Oriental Insurance Company Ltd. and their workmen, which was received by the Central Government on 11-11-1999.

[No. L-17011/60/89-IR(B-I)]

C. GANGADHARAN, Under secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR (M.P.)

CASE NO. CGIT/LC/R/44/90

PRESIDING OFFICER : SHRI D. N. DIXIT

Shri Sukhlal Verma,
C/o Shri Dilip Kumar, Advocate
Swamichauraha,
Muktiyarganj,
Satna. ... Applicant

Versus

Branch Manager,
M/s. Oriental Insurance Co. Ltd.,
Maharaja Hotel,
Rewa ... Non-applicant

AWARD

Delivered on this 27th day of October, 1999

1. The Government of India, Ministry of Labour vide order No. L-170(II)/60/89-IR.B.I dated 8-2-90 has referred the following dispute for adjudication by this tribunal:—

“Whether the action of the management of Oriental Insurance Co. Ltd., Rewa in terminating the services of Shri Sukhlal Verma, sub-staff w.e.f. 28-1-88 was justified? If not, what relief the workman concerned are entitled ?”

2. According to workman, he was appointed as sub-staff at the branch office, Rewa and worked from 26-5-86 to 27-1-88 continuously. This he has worked for continuous 342 days. The management used to pay him sometimes showing his name as Ramlal Verma and sometimes as Sukhlal Verma. This was done deliberately by the management to defeat the provisions of the I.D. Act. The services of the workman were terminated from 27-1-88 without assigning any reason. He has not been given notice of retrenchment and retrenchment compensation. The termination is bad under Sec-25-F of the I.D. Act. The workman claims reinstatement in the service and back wages.

3. According to management, the workman used to be employed for limited days on daily wages. He has not worked continuously for 342 days as alleged by him. The management denied that Shri Sukhlal Verma and Ramlal Verma are one and same person. The workman was not

given further employment because there was no work available with the management. There was no need to give workman notice of termination and retrenchment compensation. The management wants the case of the workman to be dismissed with cost.

4. The workman examined himself in court and proved that the management paid him wages sometimes in the name of Sukhlal Verma and sometimes in the name of Ramlal Verma. The workman has filed vouchers Exhibit W-I (72 in number) which show that they are in the name of Sukhlal Verma and Ramlal Verma. All these vouchers are carbon copies of vouchers prepared by the management. Thus the contention of the workman is supported by the vouchers issued by the management.

5. The management has not examined any witness to prove their case. The management has not explained how these 72 vouchers sometimes contain the name of Ramlal Verma. After these vouchers were filed in the court, the burden shifted on the management to explain whether they relate to only the present workman or to two persons, one of which was the resent workman and the other some one working with the managment. In the absence of this explanation, I accept the version of the workman that all these vouchers relate only to him and the management has resorted to unfair labour practice and shows his name sometimes as Sukhlal and sometimes as Ramlal Verma. The workman has proved that he worked continuously from 26-5-86 to 28-1-88 at Rewa branch as sub-staff. Admittedly prior to termination, retrenchment compensation and notice of termination has not been given to the workman. Thus the termination of the workman is illegal under Sec-25-F of the I.D. Act. The workman has proved his contention in this court. On the other hand, the management has not disproved the assertion of the workman.

6. The award is given in favour of the workman. The order of termination is hereby quashed. The management is directed to reinstate the workman. Management to pay Rs. 5000/- as cost to the workman. This amount be realised from the officers who have created this mess.

7. Copies of the award be sent to the Ministry of Labour, Government of India as per rules.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 9 नवम्बर, 1999

का. आ. 3519.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमरण में, केन्द्रीय सरकार मैसर्स मी. सी. एल. के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के दीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण सं. 1, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-11-99 को प्राप्त हुआ था।

[सं. एल-20012/(101)/90-आईआर(सी-I)]

श्याम सुन्दर गुप्ता, अवर सचिव

New Delhi, the 9th November, 1999

S.O. 3519.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s C.C. Ltd. and their workman, which was received by the Central Government on 5-11-1999.

[No. L-20012/(101)/90-IR(C-I)]

S. S. GUPTA, Under Secy

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under section 10(1) (d) (2A)
of the Industrial Disputes Act, 1947

Reference No. 233 of 1990

Parties : Employers in relation to the management of New
Selected Dhori Colliery of M/s. C.C. Ltd.

AND

Their Workmen

Present :

Shri Sarju Prasad, Presiding Officer

Appearances :

For the Employers : Shri B. Joshi, Advocate.

For the Workmen : Shri J. P. Singh, Advocate.
(Since dead).

State : Bihar. Industry : Coal.

Dated, the 29th October, 1999

AWARD

By Order No. No. L-20012/(101)/90-IR(Coal-I) dated the 1st October, 1990, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the stoppage from work of Sri Suresh Nonia, piece rated worker of New Selected Dhori Colliery of the Project Officer of the said New

Selected Dhori Colliery vide his Office Order dated 13-10-82 is justified ? If not to what relief the workman is entitled ?"

2. The brief fact giving rise to this reference is that the concerned workman, Suresh Nonia, was appointed as a piece-rated worker by letter dated 25-10-1979.

The concerned workman was directed to report for duty to the Project Officer, Dhori on 1-11-79. Accordingly he joined his duty as piece-rated worker with effect from 1-11-79. Later he was transferred to New Selected Dhori Colliery. The Project Officer of New Selected Dhori Colliery by his letter No. NED/PO/2173-2202 dated 13-10-82 stopped the concerned workman, Suresh Nonia, from working and his current wages and ex-gratia arrear were freezed. A chargesheet was issued to him on 9-8-83 alleging that the concerned workman did not join at New Selected Dhori Colliery, rather he got another person joined there in his place as Suresh Nonia and in the certificate issued to him for undergoing training under Mines Vocational Training Rules he got the photograph of imposter affixed in place of his own photograph. Thus he has intentionally committed fraud and dishonesty with ulterior motive. According to the management the concerned workman did not join at New Selected Dhori Colliery on his transfer from Dhori Colliery, rather he got an imposter, Nepal Belder, his brother-in-law, joined there in his place and in doing so he got the photograph of Nepal Belder affixed in the certificate of training by removing his own photograph. According to the management, a preliminary enquiry was made and it was found that an imposter, Nepal Belder is working in place of Suresh Nonia, the concerned workman. Therefore the imposter was stopped work and the name of the concerned workman was removed from the roll of the Company. Further, according to the management this industrial dispute has not been raised by real Suresh Nonia, rather it has been raised by the imposter i.e. Nepal Belder in the name of Suresh Nonia after lapse of eight years and therefore the dispute has become stale and the sponsoring union is not an acting trade union at New Selected Dhori Colliery. Therefore the dispute raised by the sponsoring union is not an industrial dispute within the meaning of Industrial Disputes Act. However, according to the management, as a matter of fact the imposter was stopped work and the concerned workman has himself not joined for duty on his transfer to New Selected Dhori Colliery. Further, according to the management, during initial enquiry the concerned workman has admitted that in his place an imposter, Nepal Belder, was working in his name. Therefore there was no necessity of further domestic enquiry and therefore the action of the management in stopping work to the concerned workman as well the imposter is justified.

3. The concerned workman in his written statement has filed as if he is the real Suresh Nonia and he has challenged the action of the management denying the allegation of the management. However, the concerned workman did not turn up for giving evidence and supporting his case before this Tribunal on oath nor any witness has been examined on his behalf. The management, on the other hand, has examined one witness namely, Sri Vijay Kumar Verma, Administrative Officer at New Selected Dhori Colliery, who has come to say that the concerned workman, Suresh Nonia was appointed at Dhori Colliery in place of his mother, Kunti Kamin as piece-rated worker. Later he was transferred to New Selected Dhori Colliery as piece-rated worker but it transpired subsequently that an imposter was working in place of Suresh Nonia. The real name of the imposter was Nepal Belder and he happens to be the brother-in-law of Suresh Nonia. He has further stated that Sri S.N.P Rai, Dy. personnel Manager, was appointed to make preliminary enquiry who had recorded the statement of real Suresh Nonia who has admitted that Nepal Belder was working in his place at New Selected Dhori Colliery for a year or so. This witness has also procured photographs of that of real Suresh Nonia from Dhori Colliery which have been marked Ext. M-1 series and he has also filed photograph of the imposter i.e. Nepal Belder which have been marked Ext. M-2. He has also filed training certificate of Suresh Nonia in which the photograph of Suresh Nonia has been replaced with that of Nepal Belder and that photograph does not bear signature of any official which ought to have been attested by an officer of M/s. B. C. C. Ltd. giving training to the concerned workman. The certificate with the photograph has been marked Ext. M-3. He has also filed two photographs of real Suresh Nonia, one attested by the mukhiya of Amlo Gram panchayat and other attested by the Manager of Dhori Colliery which are marked Ext. M-1/4 and M-1/3 respectively. These photograph clearly goes to show that the person who was working at New Selected Dhori Colliery in place of Suresh Nonia is some other person because the photograph Ext. M-1 series is totally different from that of Ext. M-2 and M-3. The management has also filed other documents relating to preliminary enquiry and statement of real Suresh Nonia to show that real Suresh Nonia has admitted that an imposter, Nepal Belder, was working in his place at New Selected Dhori Colliery. The management has filed the Office Order dated 6-10-82 (Ext. M-4) by which the imposter of Suresh Nonia, was stopped work and his payments were freezed. Ext. M-5 is another Office Order stopping the work of the concerned workman with effect

from 13-10-82. Ext. M-6 is an application purportedly filed by Suresh Nonia for payment of arrears etc. But according to the management this was filed by the imposter. Ext. M-7 is appointment letter of Suresh Nonia dated 25-10-79 and Ext. M-8 is the joining report of Suresh Nonia. Ext. M-9 is Form 'F' and the Payment of Gratuity Rules filed by real Suresh Nonia and Ext. M-10 is the Menials Service register of M/s C.C. Ltd. filed by Suresh Nonia in which mark of identification of Suresh Nonia has been mentioned. Ext. M-11 is the transfer order by which Suresh Nonia was transferred to New Selected Dhori Colliery and Ext. M-12 is Office Order releasing Suresh Nonia with effect from 15-6-81 in order to join him at New Selected Dhori Colliery. Ext. M-13 is another Office Order permitting Suresh Nonia to join at New Selected Dhori Colliery. Ext. M-14 is the statement of Suresh Nonia by which he has admitted that an imposter was working in his place. Thus, from the materials on record it is clear that the management has been able to show that the real concerned workman, Suresh Nonia did not join his duty on transfer to New Selected Dhori Colliery, rather he got an imposter, Nepal Belder, joined in his place. Thus, he has committed a fraud and dishonesty. The concerned workman has not dared to depose before the Tribunal, therefore an adverse inference will have to be drawn against him. Since no explanation for non-examination of the concerned workman has been given therefore there will be an inference that he has been withheld only because had he been produced in Court the fraud committed by him would have been apparent. Non-examination of the concerned workman as a witness further fortified the claim of the management that actually this industrial dispute has not been raised on behalf of real Suresh Nonia, rather it has been raised on behalf of the imposter who was working as Suresh Nonia and whose real name is Nepal Belder.

4. Therefore, from the materials available on record I come to the finding that the action of the management in stopping the work with effect from 13-10-82 to the imposter of Suresh Nonia is perfectly justified and since the real Suresh Nonia did not report for duty on his transfer to New Selected Dhori Colliery, the action of the management is perfectly justified and the concerned workman is not entitled to any relief.

5. Therefore, I render—

Award—

That the action of the management is justified and the concerned workman is not entitled to any relief.

SARJU PRASAD, Presiding Officer.

नई दिल्ली, 10 नवम्बर, 1999

का. आ. 3520.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी सी सी एल के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-1999 को प्राप्त हुआ था।

[सं. एल-20012/(155)/92-आई. आर. (सी-1)]

श्वाम सुंदर गुप्ता, अवर सचिव

New Delhi, the 10th November, 1999

S. O. 3520.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCC Ltd. and their workman, which was received by the Central Government on 9-11-1999.

[No. L-20012/(155)/92-IR (C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an Industrial Dispute under
Section 10(1)(d) of the I.D. Act, 1947

Reference No. 40 of 1993

PARTIES : Employers in relation to the
management of Noonidih Colliery of
M/s. BCCL and their workman.

APPEARANCES :

On behalf of the Workman : None.

On behalf of the employers : Shri B. Joshi,
Advocate.

State : Bihar. Industry : Coal.

Dated, Dhanbad, the 29th October, 1999

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/(155)/92-I.R. (Coal-I), dated, the 30th April, 1993.

SCHEDULE

“Whether the action of the management of West Mudidih Colliery in terminating the services of Shri Mahabir Mahato, Underground Loader, w.c.f. 28-5-81 is justified ? If not, to what relief the workman is entitled?”

2. In this reference both parties entered appearance and filed their respective W.S. Thereafter when the reference was fixed for hearing by taking down evidence on the side of the management the management appeared on several dates lastly on 25-10-99 with one witness but the workman side abstained from taking any steps for months together compelling this Tribunal to presume that as there is no dispute existing between the parties at present the workman side is not willing to proceed further with the reference. The result is that a ‘No dispute’ Award is liable to be rendered and I do render such award accordingly. The reference is thus disposed of.

B. B. CHATTERJEE, Presiding Officer.

नई दिल्ली, 10 नवम्बर, 1999

का. आ. 3521.—ऑद्योगिक विवाद अधिनियम, 1947 (1947

का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स टिस्को लिमि. के प्रबन्ध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 2, धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-1999 को प्राप्त हुआ था।

[सं. एल-20012/372/96-आई. आर. (सी-1)]

श्वाम सुंदर गुप्ता, अवर सचिव

New Delhi, the 10th November, 1999

S. O. 3521.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. TISCO Ltd. and their workman, which was received by the Central Government on 9-11-1999.

[No. L-20012/372/96-JR (C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer

In the matter of an Industrial Dispute under
Section 10(1)(d) of the I.D. Act, 1947

Reference No. 128 of 1997

PARTIES :

Employers in relation to the management of Jamadoba Colliery of M/s. Tisco, Ltd. and their workman.

APPEARANCES :

On behalf of the Workman : Shri Samarendra Sinha, Advocate.

On behalf of the employers : Shri B. Joshi, Advocate.

State : Bihar. Industry : Coal.

Dated, Dhanbad, the 29th October, 1999

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/372/96-I.R. (Coal-I), dated, the 20th Nov., 1997.

SCHEDULE.

"Whether the demand of the Union for the confirmation of Shri Ashok Kumar Rai, a temporary worker, of M/s. TISCO, is legal and justified? If so, to what relief is the concerned workman entitled?"

2. In this reference both the parties entered appearance and filed their respective W.S. as well as rejoinder. Thereafter when the reference was called for hearing the workman side by a petition prays for withdrawal of the dispute tantamounting to the non-existence of any industrial dispute between the parties presently. In view of the prayer on the side of the workman the reference is thus liable to be disposed of on 'No dispute' Award basis I do order accordingly.

B. B. CHATTERJEE, Presiding Officer.

नई दिल्ली, 12 नवम्बर, 1999

का. आ. 3522.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल रेलवे बॉर्ड के प्रबन्ध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-11-1999 को प्राप्त हुआ था।

[सं. एल-41012/92/89-डी-2 (बी) आईआर (बी-1)]

जी राय, डैस्क अधिकारी

New Delhi, the 12th November, 1999

S. O. 3522.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central

Government Industrial Tribunal/Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Railway, Bombay and their workman, which was received by the Central Government on 11-11-1999.

[No. L-41012/92/89-D-2(B) IR-(B-1)]

G. ROY, Desk Officer

ANNEXURE

Before the Central Government Industrial Tribunal cum Labour Court, Jabalpur

Case No. CGIT/LC/R/151/90

Presiding Officer : Shri D. N. Dixit

Durga Shanker Soni,
S/o Naryan Prasad,
Near Police Station, Bina
Itawa. Applicant

VERSUS
Union of India,
Through General Manager,
Central Railway,
Bombay Non-applicant

AWARD

Delivered on this 14th day of October-1999

1. The Government of India, Ministry of Labour vide order No. L-41012/92/89-D-2(B) dated 31-5-90 has referred the following dispute for adjudication by this tribunal—

"Whether the termination of Shri Durga Shankar Soni, labour w.e.f. 18-12-85 by the management of Permanent way Inspector (North) Central Railway Bhopal is justified? If not, what relief the workman is entitled to?"

2. The admitted facts of the case are that the workman Shri Durga Shanker Soni was working in the Central Railway from 24-4-83 to 18-12-85 as a Central Labour and the last day of his work was 18-12-85

3. The case of the workman is that he was dismissed from service w.e.f. 18-12-85 on oral orders. At the time of dismissal he had put in more than 245 days of service. He was not given notice of dismissal and retrenchment compensation prior to dismissal, this dismissal is contrary to provision of Sec. 25-F of the I. D. Act. The termination of service of the workman is illegal. He seeks reinstatement from 18-12-85 and back wages.

4. The case of the management is that the workman did not turn up to work after 27-12-85. The workman has abandoned work. The workman has worked as a casual labour in broken period from 28-4-83 to 27-12-85. He has never completed 240 days of service in one calendar year.

5. The point for decision in this case is that whether the workman worked for 240 days in one calender year prior to his termination from service. The burden of proving this point is on the workmen. According to workman, as stated in his affidavit he did not had a service card. As such he was given work for small periods when it was available. The workman has not proved that he continuously worked from 24-4-83 to 18-12-85.

6. The management has examined Shri R. L. Jattar, PWI Ganjbaroda who has stated that the attendance of the workman has been recorded in Exhibit M-1, M-2, M-3. According to this record the workman has not worked for 240 days continuously in one calender year. This management has stated that the workman has abandoned the work himself. The statement of this witness is supported by documentary evidence kept in the normal course. The management has proved that the workman has not worked for more than 240 days in one calender year.

7. The workman has not worked for 240 days in one calander year hence there was no need to follow Sec. 25-F of the I.D.Act. The workman has no lien in the service. He cannot get the service back because his services were not covered by service card or appointment letter.

8. The workman has no case. The award is given in favour of the management. Parties to bear their own cost.

9. Copies of the award be sent to the Ministry of Labour, Govt. of India as per rules.

D. N. DIXIT, Presiding Officer

नई दिल्ली, 12 नवम्बर, 1999

का. आ. 3523.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सर्दार रेलवे के प्रबन्धतंत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/प्रम न्यायालय पालाघाट के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-11-1999 को प्राप्त हुआ था।

[सं. एल-41012/13/96-आईआर (बी-1)]

जी. राय, डैस्क अधिकारी

New Delhi, the 12th November, 1999

S. O. 3523.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal/Labour Court, Palakkad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Southern Railway and their workman, which was received by the Ccntral Government on 11-11-1999.

[No. L-41012/13/96-JR(B-1)]

G. ROY, Desk Officer

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL,
PALAKKAD

(Friday, the 29th October, 1999/7th Kartika, 1921)

Present :

Sri. B. Ranjit Kumar

Industrial Tribunal

Industrial Dispute No : 41/97 (C)

Between

- (1) The Divisional Personnel Officer, Southern Railway, Palghat.
- (2) The Divisional Signal and Telecommunication Engineer, Microwave, Southern Railway, Perambur, Madras-23.
- (3) The Ministry of Railways, Rail Bhavan, New Delhi.

(Adv. A. Raji Vijaya Sankar)

And

Sri. P. K. Sivadasan, C/o Gen. Secrretary, Dakshin Railway Casual Labour Union, Edappally North, Kochi-682 023.

(By. Sri. C.P. Menon)

AWARD

The Government of India, Ministry of Labour as per Order No : L-41012/13/96 dated 25-4-97 and corrigendum notification dated 14-7-97 referred the following issues for adjudication :—

“Whether the action of the Dy. CSTE/MW Perambur in terminating the service of Shri. P. K. Sivadasan w.e.f. 1-7-93 is legal and justified ? If not to what relief the concerned workman is entitled”

2. The case of the workman as set out in his claim statement dated 25-8-97 and rejoinder dated 4-5-98 is that he had worked under the Railway management continuously for 440 days during the period 14-6-67 to 31-8-68 and later he was re-engaged for the periods from 1-4-71 to 31-11-71 and 29-5-91 to 30-6-93. According to workman, the termination of his services w.c.f. 1-7-93 is illegal as the same is in violation of Sec. 25-F of the Industrial Dispute Act, 1947. He would also submit that in view of the decision of the Supreme Court in *Inder Pal Yadav V/s U.O.I -1985 (2) SCC 648*, he had already attained temporary status on 14-6-67 itself and hence his disengagements during the periods 1-9-68 to 31-3-71 and 1-12-71 to 28-5-91 were illegal. The further contention of the workman is that several juniors were retained in

service and his services alone were terminated without assigning any reason.

3. The Railway management has filed counter statement dated 31-3-98 refuting the above averments of the workman. The management would submit that though the workman was a casual worker and in the appointment letter itself, it was specifically stated that the appointment was purely on casual basis and he will be retrenched at any time without notice, the management complied with the provisions of Sec. 25-F of the I.D. Act. According to management, the workman was employed casually on so many occasions in different places by some other units and when casual labours were required, he was again engaged from 29-5-91 to 30-12-92. But by virtue of the order of Central Administrative Tribunal, Ernakulam in O.A. No : 1868/92, he continued in service till 30-6-93. According to management, when the above O.A. was dismissed on 24-5-93, his service was retrenched by serving on him notice on 31-5-93 as per Sec. 25-F of the I.D. Act. It is further submitted by the management that he had not accepted the retrenchment compensation though it was offered properly as per law.

4. The only point to be considered in this case is whether the termination of service of the workman w.e.f 1-7-93 is legal and justified. In fact this point had been considered by Central Administrative Tribunal, Ernakulam as per its Ext. M1 order dated 24-5-93 in O.A. No : 1868/92. In Ext. M1 it was found that the termination of his service w.e.f. 1-7-93 is legal. However, the learned members of the CAT was not inclined to examine the main issue as to whether the management had complied with the relevant provisions of Industrial Disputes Act, 1947, as they felt that this is a matter to be considered by Labour Court or Industrial Tribunal. Accordingly, the matter again came up before this Tribunal after 4 years from the date of Ext. M1 order.

5. It is an admitted fact that the workman had worked under Railway management during the period 29-5-91 to 30-6-93. Even according to the pleadings of the workman, his previous engagement was about 20 years back during 1-4-71 to 31-11-71. On earlier occasions also he was engaged on casual basis. There is no evidence before this Tribunal to show that he had taken any legal action against the management when such engagements were discontinued. I am of the view that these previous engagements are not relevant in deciding the question as to the legality or otherwise of the termination of his service w.e.f. 1-7-93. It is also not necessary to examine in these proceedings whether he had attained the temporary status in 1967.

6. According to management, the workman had attained the temporary status w.e.f. 26-9-91 Ext. W6 is the order by which he had been given temporary status. It is also an admitted fact that he had worked continuously for

the period from 29-5-91 to 30-6-93. The termination of service of such an employee is governed by para 2302 of the Railway Establishment Manual and Sec. 25-F of the I.D. Act.

7. The workman had been re-engaged as Casual Labourer on daily rate of wages and posted to work at Microwave Station, Kadakkavur as per Ext. W4/M6 appointment letter dated 27-5-91. It is stated in Ext. W4 that his appointment as Casual Labourer is purely temporary and he will be retrenched at any time without any notice. In my considered opinion, termination of service of a temporary worker without notice will be unjustified and illegal unless the temporary engagement was for a definite period which is specifically mentioned in the appointment letter. In the present case, the period of engagement is not specified in Ext. W4/M6 appointment letter. Therefore, it was necessary to give notice to the workman as provided under Sec. 25-F of the I.D. Act.

8. As per Ext. M3 notice dated 27-11-92 and Ext. M8 notice dated 30-11-92, the management informed 11 Casual Labourers including the workman herein that their services would be terminated w.e.f. 31-12-92 A.N. 1-1-93 due to expiry of sanction. It appears that on receipt of Ext. M3 and M8 notices, the workman along with six other aggrieved persons approached Central Administrative Tribunal, Ernakulam (CAT) by filing Ext. M2 application (O.A. No : 1868/92) challenging the said notices and obtained Ext. M4 order dated 30-12-92. On the strength of Ext. M4 interim order, the workman continued in service till 30-6-93 A.N. The CAT by Ext. M1 final order dated 24-5-93 dismissed the application and thereafter the management issued Ext. M10 notice dated 31-5-93 to the workman informing him that his services would be terminated w.e.f. 30-6-93 "due to expiry of sanction". He has put his signature and date (31-5-93) on Ext. M10 for having received it. Therefore, it is clear that he had received Ext. M10 on 31-5-93 itself. The management has thus given one months notice indicating the reason for retrenchment as provided under Clause (a) of Sec. 25-F of the I.D. Act. Since the management has complied with the provisions of Sec. 25-F (a) of the I.D. Act., it is not necessary to examine whether the management has served notice in terms of para 2302 of Railway Establishment Manual. In fact, if the termination of service is due to the expiry of the sanction to the post, it is not necessary to serve notice under para 2302.

9. The next point to be considered is whether the workman has been paid compensation at the time of retrenchment as provided under Clause (b) of Sec. 25-F of the I.D. Act. It has been stated in Ext. M10 retrenchment notice that :—

"Retrenchment" Compensation as due under Section 25-F (b) of the Industrial Disputes Act will be paid to you at about 17.00 hrs. on the date of

retrenchment viz., 30-6-93 at Office of the Dy. CSTE/MW/PER by DSTE/MW/PER and you should receive the same".

10. It is seen that the workman refused to accept the retrenchment compensation that was offered to him vide Ext. M10. It is not necessary that the retrenchment compensation should always be paid along with the retrenchment notice by cash or demand draft. It has been held in *Ramesh Hydromachs V/s Labour Court-1986* (1) LLJ 334 (Kant) and *A.A. Goikwad V/s Uni Abex Alloy Products-1988* (1) LLN-239 (Bom) that an intimation in the order of termination that the notice -pay and retrenchment compensation could be collected from the office amounts to sufficient compliance with Sec. 25-F. Therefore, the contention of the workman that he was not paid retrenchment compensation is found to be untenable.

11. The management has complied with Clause (a) of Sec. 25-F also by sending Ext. M11 (Form-P) to the concerned authorities. Though it was pleaded by the workman that his services were terminated retaining about 1000 persons who were junior to him, the workman has not placed any material before this Tribunal to substantiate the said contention. Therefore, it cannot be held that his retrenchment is in violation of the procedure envisaged under Sec. 25-G of the I.D. Act.

12. In the light of the aforesaid discussion, I have no hesitation to hold that there is no violation of Sec. 25-F or Sec. 25-G of the I.D. Act. or para 2302 of the Railway Establishment Manual and hence the termination of service of the workman w.e.f. 1-7-93 is legal and justified.

13. Even if the retrenchment of a person is legal and justified, he is entitled to get re-employment as provided under Sec. 25-H of the I.D. Act. In the present case as per the direction of the Supreme Court in *Inder Pal Yadav's case* (Supra), the management has formulated a procedure for re-employment of retrenched workman by maintaining Casual Labourers Live Register. From Ext. M9 internal communication dated 25-1-93, it is seen that the workman was advised for engagement in Microwave Station as his name had been registered in the Casual Labourers Live Register. Therefore, the workman shall be entitled to get re-employment in future vacancies in accordance with the above procedure and based on his seniority in the Casual Labour Live Register. I am of the view that if the workman has a complaint that the management has violated the above procedure or overlooked his seniority such grievances cannot be redressed in these adjudication proceedings as they are beyond the terms of reference. If the workman has any such grievances, he shall be free to approach the appropriate forum in accordance with law.

14. Having considered the various points raised by either side, an award is passed holding that the action of the Dy. CSTE/MW, Perambur in terminating the service of Shri A.K. Sivadasan w.e.f. 1-7-93 is legal and justified. However, he shall be entitled to retrenchment compensation as already offered to him vide Ext. M10 notice dated 31-5-93 and also re-employment as Casual Labourer according to requirement and based on his seniority as per the Casual Labour Live Register. The management shall pay the retrenchment compensation by sending the amount to the workman by demand draft or money order.

Dated this the 29th day of October, 1991.

B. RANJIT KUMAR, Industrial Tribunal

APPENDIX

Witnesses examined on the side of management.

Nil.

Witnesses examined on the side of workman.

WW1-Sri A.K. Sivadasan.

Documents marked on the side of management.

- Ext. M1 —Copy of judgement dated 24-5-93 of CAT, Ernakulam in O.A. No : 1868/92.
- Ext. M2 —Copy of application filed before CAT, Ernakulam.
- Ext. M3 —Copy of notice dated 27-11-92 issued to workman.
- Ext. M4 —Copy of order dated 30-12-92 of CAT in M.P. No : 1913/92 in O.A. No : 1868/92.
- Ext. M5 —Copy of Circular dated 8-5-90.
- Ext. M6 —Copy of appointment letter dated 27-5-91 issued to workman.
- Ext. M7 —Copy of internal communication dated 27-11-92.
- Ext. M8 —Copy of office order dated 30-11-92.
- Ext. M9 —Copy of internal communication dated 25-1-93.
- Ext. M10 —Copy of notice dated 31-5-93 issued to workman.
- Ext. M11 —Copy of notice dated 31-5-93 under Sec. 25-F(C).
- Ext. M12 —Copy of notice dated 21-6-93.
- Ext. M13 —Copy of statement showing retrenchment compensation.

Ext. M14 —Copy of circular No : 41/92.

Ext. M15 —Copy of petition dated 25-5-93 submitted by workman and others before RLC (C), Ernakulam.

Ext. M16 —Central Government letter dated 1-10-96.

Documents marked on the side of workman.

Ext. W1 —Copy of Casual Labour Service Card.

Ext. W2 —Copy of application for re-employment submitted by the workman.

Ext. W3 —Copy of memo dated 7-5-91 issued to the workman.

Ext. W4 —Copy of appointment letter dated 27-5-91.

Ext. W5 —Copy of order dated 31-12-91.

Ext. W6 —Copy of representation dated 20-11-93 submitted to ALC (C), Ernakulam.

Ext. W7 —Copy of letter dated 23-9-94 from management to RLC (C), Ernakulam.

Ext. W8 —Copy of argument notes submitted by workman to ALC(C), Ernakulam.

Ext. W9 —Copy of rejoinder dated 30-11-94 submitted by workman to ALC(C), Ernakulam.

Ext. W10 —Copy of letter dated 17-1-95 from management to ALC (C), Ernakulam.

Ext. W11 —Copy of letter dated 13-3-95 from workman to ALC(C), Ernakulam.

Ext. W12 —Copy of letter dated 18-8-95 from management to ALC(C), Ernakulam.

Ext. W13 —Copy of failure report dated 11-10-95/ 22-1-96.

नई दिल्ली, 12 नवम्बर, 1999

का. आ. 3524.—औद्योगिक विषाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ बीकानेर एंड जयपुर के प्रबन्ध के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विषाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचायत को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-11-99 तक प्राप्त हुआ था।

[सं. एल-12012/564/87 डी-III (ए)-आई. आर. (खी-1)]

जी. राय, डैस्क अधिकारी

New Delhi, the 12th November, 1999

S. O. 3524.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of Bikamer & Jaipur and their workman, which was received by the Central Government on 11-11-1999.

[No. L-12012/(564)/87-D III (A)-IR (B-1)]

G. ROY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR (M.P.)

CASE NO. CGIT /LC/R/75/89

PRESIDING OFFICER: SHRI D. N. DIXIT

Shri Raj kumar pateria

Shri R. Vajpayee

Shri A. Tyagi

Shri Harshwardhan Singh

Shri Ram prasad Devi Singh Choudhary

Shri H. K. Gadia

Shri D. K. Jain

Shri K. S. Chowan

Shri Harideo Sirsat

Shri V. K. Agarwal

Shri Pop Singh Chowhana

Shri K. K. Shivhare

Shri Harish Kumar

Shri Dennis Josef

Shri Khemchand

Shri A. K. Gupta

Shri Sita Ram

Shri Surajbhan Agrawal

Kum Lata Bhatia

Shri Varun Tondon

Shri M.K. Upadhyaya

Shri Sunil Kumar Saraf

Shri Hari Shankar Pachori

Shri Jeevanand Sharma
 Shri Mohan Singh
 Shri Niranjan Kumar Gupta
 Shri Anil Kumar Agarwal
 Kum. Shyama Mudgal
 Kum. Shakuntala Badaria
 Shri Sunil Kumar Chatruvedi
 Shri Rajendra Kumar
 Ms. Shashi Prabha
 Kum. Manoj Jain
 Kum. Vendita Mandlik
 Shri. Rajendra Singh
 Shri. Ajay Bandil
 Shri P. K. Jain
 Shri R. K. Sharma
 Shri V. K. Sima
 shri K. Makhijani
 Shri R. C. Verma
 Kum. S. Badoria
 Shri Laxman Kumar
 Shri A. K. Jain
 Shri R.K. Jain

ALL 45 Workmen Represented through

General Secretary,

SBBJ Employees Union (M.P.)

Union

VERSUS

State Bank of Bikaner & Jaipur,

Head Office, Jaipur,

Management

A W A R D

Delivered on this 29th day of October, 99.

1. The Government of India Ministry of Labour vide order No. L-12012/564/87-D.II(A), dated 10-4-89 has referred the following dispute for adjudication by this Tribunal.

"Whether the action of the management of State Bank of Bikaner and Jaipur in terminating the services of the workmen mentioned in the Madhya Pradesh High Court at Gwalior Bench-W.P.No. M.P. 10/89 and 578/88 as indicated in the Annexures I & II, and not considering them for further employment while recruiting fresh hands

under Section 25 H of the I. D. Act is justified. If not, to what relief, are the workmen concerned entitled to?"

2. The contention of the Union is that the 45 workmen whose names have been narrated were employed by the management for 80 days on round about for as Clerk, Peon and Sub Staff. They were employed in the permanent post. The performance of the workmen were satisfactory. In order to avoid operation of I.D. Act they were given job for short periods. These workmen had been removed without any reason or rhyme and in their place another set of 45 people had been given employment by the management. Prior to the appointment of the new people the present workmen has not been offered these post. The Seniority List of employees of daily wage had not been prepared by the management and published. Thus the management has contravened various provisions of I.D. Act and termination of each workmen is bad in law. Union seeks reinstatement of workmen and back wages.

4. The contention of the management is that the workmen were not holding permanent post. Each workmen was a daily wage employee on extra post for a limited period. On the expiry of this period the services of each workmen came to an end. The matter has not been referred Under Section 25 G, 25 J, 25 S, 25 T and 25 U of the I.D. Act. The contention of the Union on these points cannot be taken for consideration. This Court is bound by the terms of reference and it cannot enlarge the scope of reference.

5. There was no termination employment. As soon as the period of employment came to an end the services of each workmen came to an end. The Union has not explained which person got employment in the place of present 45 workmen. The management held a competitive examination for selection amongst daily wage employees past and present of the bank for the post of Category C and Category D employees. The opportunity was not availed by any of the workmen. It seems that the Union is interested in getting the employment for the workmen in only irregular and illegal manner. The present workmen are average for the service of management.

6. The further contention of the management is that the maximum work each workmen has done is no more than 80 days as such they are not entitled to any relief from this Court.

7. The legal objection of the management is that Statement of Claim has not been signed by the workmen and they are not pleadings. On the strength of these Statement of Claim no relief can be granted to any workmen. Management claims dismissal of this case.

8. There are 45 Statement of Claim filed by the Union. These are cyclostyled papers and signed by

Shri J.K. Doneriya, General Secretary of the Union. Such mechanical statement of claim has no weight in the eye of the Law. It is mentioned in the Law of Pleadings by Shri P.C. Mogha at page 51 that the party himself must sign the pleadings. In the present case they are signed by Shri Doneriya General Secretary. He has not produced power to represent the workmen. It is held that the Statement of Claim filed by each workmen is illegal and irregular. The effect of this is that there is no demand by each workmen before this Court.

9. Coming to merit 17 workmen have filed their affidavit and they have been cross examined on this affidavit. Each one of them has stated that they have worked with the management for about 80 days. Thus each workman has not acquired any lien in the post he is working. The Union has failed to prove any workman was working in the post of permanent nature. Union has further failed to prove that in the same permanent post another temporary employee has been engaged by the management.

10. The management had published a notification in all the leading news papers circulated in Gwalior that a competitive examination will be held in the month of May-June '87 to select employees for employment in the bank out of present and past daily wages employees of the bank. Inspite of this publication none of the present workmen appeared in the competitive examination. The management has complied with provisions of 25 H of the I.D. Act by holding a competitive examination for recruitment of employees, from the cadre of past and present employees of daily wages.

11. It is admitted by both the parties that none of the workmen has worked for more than 240 days in one calendar year.

12. Section 25 H of the I.D. Act states that the retrenched workman is offered to be the job first and then it be given to a new candidate. In the present case the Union failed to prove the job each of the workmen was holding is of permanent nature. It further failed to prove that any other person was employed in place of the workmen. Further an opportunity was given to every employee to appear in competitive examination and present workmen failed to accept this offer and deliberately did not appear in the competitive examination. Thus the present case provision of 25 H of the I.D. Act are not attracted.

13. None of the workmen has been given order of termination. There is weight in the contention of management that they were appointed for a fixed period and once the period was over their services came to an end. It is particularly pointed out that none of the workmen worked for more than 80 days, in the service of bank. Thus all the workmen were appointed in temporary post for limited period not exceeding 80 days. The

workmen has no case. The Union has made a mountain out of molehill. Thus on merits also the 45 workmen have no case.

14. The Award is given in favour of the management. Parties to bear their own costs.

15. Copies of the Award be sent to Ministry of Labour, Government of India as per rules.

D N. DIXIT, Presiding Officer.

नई दिल्ली, 12 नवम्बर, 1999

का. आ. 3525 :— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबन्ध यंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 11-11-99 को प्राप्त हुआ था।

[सं. एल-12012/486/98-IR(B-I)]

जी. राम, डैस्क अधिकारी

New Delhi, the 12th November, 1999

S. O. 3525.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 11-11-1999.

[No. L-12012/486/98-IR (B-1)]

G. ROY, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL CUM LABOUR COURT,
JABALPUR (MP)

CASE NO. CGIT/LC/R/137/99

PRESIDING OFFICER : SHRI D.N. DIXIT

Shri Giriraj Gopalji Yadav,
Through Daily Wages
Bank Employees Association,
Hardev Nivas,
9, Sanwar Road,
Ujjain

: *Applicant*
I/s

The Assistant General Manager,
State Bank of India,
Region-V, Zonal Office,
Hamidia Road,
Bhopal

: *Non-applicant*

ORDER

Delivered on this 29th day of October-99

1. The Government of India, Ministry of Labour vide order No. L-12012/486/98-IRBI dated 18-3-99 has referred the following dispute for adjudication by this tribunal—

"Whether the action of the management of Assistant General Manager, State Bank of India in terminating the services of Shri Giriraj Gopalji Yadav w.e.f 4-5-97 and not regularising him after completion of 240 days in a calendar year is justified? If not, to what relief the workman is entitled for?"

2. Both the parties informed the court that the workman has been appointed by the Bank. Since the dispute has already been settled by both the parties. No Dispute Award is passed. Parties to bear their own cost.

3. Copies of the award be sent to the Ministry of Labour, Government of India as per rules.

D.N. DIXIT, Presiding Officer

नई दिल्ली, 12 नवम्बर, 1999

का. आ. 3526 :— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर-संचार विभाग के प्रबन्धसंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकारण अहमदाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-11-99 को प्राप्त हुआ था

[सं. एल-40012/228/91-आई आर (डीप्य)]

बी.एम. डेविड, अधर सचिव

New Delhi, the 12th November, 1999

S. O. 3526.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Deptt. of Telecom and their workman, which was received by the Central Government on 12-11-1999.

[No. L-40012/228/91-IR (DU)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE SHRI B.I. KAZI, PRESIDING
OFFICER, INDUSTRIAL TRIBUNAL (CENTRAL)
AT AHMEDABAD

Ref. (ITC) No. 11 of 1992.

ADJUDICATION

BETWEEN

The Telecommunication, Kadi (Mehsana)

Vs

The workmen employed under it.

In the matter of the demand for not considering the name of the workman Shri Kalamudiu for the scheme of Supreme Court for observing the casual labourers who have continuously worked for more than one year etc.

APPEARANCES . Shri Vishnu M. Joshi, Advocate for the first party.

Shri B.B. Parmar, Advocate, for the second party.

AWARD

This industrial dispute between the Telecommunication, Kadi, Mehsana and the workmen employed under it has been referred for adjudication under Section 10 (1) (d) of the I.D. Act, 1947 by the Desk Officer, Govt. of India, Ministry of Labour, New Delhi's Order No. L-40012/228/91—IRDU) dtd. 25-6-92 to the Industrial Tribunal, Ahmedabad as per the schedule attached to the order of reference. The dispute pertains to the demand regarding consideration of the name of one Shri Kalamudiu for the scheme of Supreme Court for observing the casual labourers who have continuously worked for more than one year etc. as is mentioned in the order of reference. The above reference has been transferred to this Tribunal for proper adjudication by an appropriate order.

By Ex. 2 notice was issued to the second party to file statement of claim By Ex.4. the second party has filed statement of claim. The brief facts are that the second party working with the first party, Telecommunication Kadi, (Mehsana) is a casual labourer since last 5 yrs. sincerely and honestly. His record is blotless and no notice or memo is issued to him. The second party was working under the control of SWO, Kalol from 2-3-87 as a casual labourer and has worked upto 30-4-1991. The second party has worked at Kadi, Mehsana Kalol, he has worked for 241 days in the year 1987. On 31-3-1997, when he was working an telephone pole he met with an accident due to electric shock and he was admitted as an indoor patient at Bhagyodaya Hospital from 31-3-1991 to 8-4-1991. However, the treatment was prolonged till 12-4-1991. After that he has served from 15-4-1991 to 30-4-1991 and his services were terminated orally on 1-5-91. No notice or notice pay was given and no compensation has been paid. He has continuously worked till April, 1991 and in the year 1987 he has completed 240 days continuously. Thus the order of termination is improper and illegal. There was serious injury in the right

thigh during the accident i.e. during the course of employment and the second party workman has become permanently disabled. The accident was informed to DT. Mehsana by the second party's father and SDO, Kadi remained present at the place of accident and he requested the second party's father that police complaint should not be filed and that he will make the second party permanent. And light nature of work was entrusted to second party from 15-4-1991 to 30-4-1991. The first party used to pay Rs. 30.75 ps. from 8 a.m. to 6 p.m. The only intention of termination of service is that the second party should not be made permanent. Thus the action of the first party is illegal, improper and it is requested that the termination of the second party by the first party should be declared illegal and improper and he should be reinstated with full back wages from the date of termination and he should be entrusted with light work.

3. Notice was issued to the first party to file written statement. By Ex. 7, the first party has filed written statement. It is submitted that the reference is incompetent, misconceived and legally not tenable and hence deserves to be rejected. The first party has not admitted facts as contended in the statement of claim unless it is specifically admitted. It is submitted that Shri Kalamuddin M. Ansari was engaged on muster roll in the month of March, 1987 to December, 1987 and then January, 1988 to March, 1988 and May, 1988 to June, 1988. Then he had worked in January, 1989 to May, 1989. The above M/R was issued by SDO, Telegraph, Kalol. The SDO Telegraph, Kadi sub-division is newly opened in the month of September, 1990 and for completion of new connection target work of year ending, 1991 and being a son of S.I. Telegraphs, Sabarmati, Shri Mohmed Ishrafil Ansari, who was working in Sub. division, Kadi, and on his heartly request Kalamuddin M. Ansari was engaged on Muster Roll Party in the month of December, '90 for 23 days. Again he was engaged from 8th Feb. '91 to 31st March '91 for completion of target work. On 31st March, 1991 he was gone with line man Phones Shri Nirmalkumar and on that day unfortunately induction of power line came on telecom line and Shri Kalamuddin - labour was shocked, hence lineman phones Shri Nirmalkumar and other staff had admitted him in Bhagyoday Hospital, Kadi and treatment was given. During treatment whole expenditure was paid by staff on humanitarian ground and was discharged from hospital on 18-4-91 after full recovery of injury portion. After that was engaged on M/R from 15th April, 1991 to 30th April, 1991, as a chowkidar to help his family member on humanitarian ground and after 1-5-91 he was removed as there has no work. He has worked in 1987 for 240 days and after June, 1989 till November, 1990 he had not worked in any party of SDO Telegraph, Kalol or Mehsana and was engaged in the month of Feb. '91. Department had not given any appointment order. So

question does not arise for issuing notice. There is no serious injury to the workmen and he is not handicapped due to this injury. As there is no work Shri Kalamuddin was removed from M/R party. Thus it is requested to reject the reference.

4. By Ex. 8, the second party representative has given application for the production of document i.e. pay register from 1987 to 30th April, 1991, showing pay of the second party. By Ex. 11 the first party has produced list of documents. Mark 11/1 is xerox copy of wage register from March, 1981 to December, 1981. Mark 11/2 is the wage register from February, 1988 to March, 1988 and May, 1988 to June, 1988. Mark 11/3 is the wage register of January, 1989 and May, 1989. Mark 11/4 is the wage register of December, 1990. 11/5 is the wage register from Feb. 1991 to April, 1991. On that last the second party has endorsed that there is no objection for production of and exhibition of the documents. Thus mark 11/1 to 11/5 was exhibited as Ex 14 to 18 respectively. By Ex. 30, the second party has submitted the list of documents. Mark 31.1 is the certificate given by the supervisor of the first party from 1987 to 30th April, 1991 13/1 (1) to 13/1 (5) 13/2 is the report from 1980 to 1989. Mark 13/3 is the certificate of Dr. Nilkandh D. Vaidya and 13/4 is the certificate given by Gulabhussein E. Chauhan on this list the representative of the first party has endorsed that it should be exhibited. Hence mark 13/1 to 13/4 has been exhibited as Ex. 19 to Ex. 22 respectively. By Ex. 37 the first party has produced list of documents. Mark 37/1 is exhibited as Ex. 39.

5. The second party has examined himself by Ex. 12 and Sirajuddin J. Ansari by Ex. 25. By Ex. 27 the second party has closed their evidence. The fist party has examined Shri Laxmanbhai Patel by Ex. 38. The first party has closed their evidence by Ex. 40. The second party has submitted written arguments by Ex. 43 and the first party has submitted written arguments by Ex. 44. The gist of Ex. 43 is that the second party workman was working with the first party as a casual labour since last 5 yrs. sincerely and honestly. He has served under Kalol and Kadi SDO from 2-3-1987 to 30-4-1991 in the year 1987-88. The second party has completed 240 days service continuously in a C.Y. His daily wage was Rs. 35.75 ps and his services were terminated by an oral order on 1st May, 1991. It was admitted by the first party that the second party was working on muster roll from March, 1987 to December, 1987 and January 1988 to March, 1988 and May, 1988, to June, 1988, Jan. '89 to May '89 and Dec. 1990 to Feb. and April, 1991. It is also admitted that in the year 1987 the second party has worked 240 days and the accident was occurred to the second party during the course of his employment. By Ex. 11 the first party has produced list of documents. Ex. 14 is the pay register of March, 1987. Ex. 15 is the pay register from January, 1986 to March, 1988 Ex. 16 is the pay register

from May, 1988 to June, 1988. Ex. 18 is the pay register from December, 1990 to February, 1991 and April, 1991. The first party has submitted list of documents by Ex. 19 the first party has given certificate to the second party regarding work. By Ex. 20 the second party has submitted report from 1987 to 1989. There was an evidence by the second party, vide Ex. 12 and Ex. 25. And by Ex. 27 the evidence was closed. By order Ex. 26, the first party has to pay Rs. 250/- as cost but till date it has not been given by the first party to the second party, and the stage of evidence was open by that order. Thus Ex. 38 cannot be considered in evidence. The second party has worked continuously for more than 240 days in a C.Y. (Calendar year). His services were terminated without notice or notice pay and without paying legal dues. It was an oral termination. Hence the termination is illegal and improper and bad in law. The second party met with an accident during the course of employment. Thus the first party is duty-bound to give employment to the second party. The first party made permanent, casual workmen who were working with the second party, but the service of the second party was terminated. Thus it is requested that the second party should be reinstated with back wages and also to give suitable employment looking to the injuries sustained by the second party during the course of employment. In his support he has stated Vanugopal and others vs. Union of India, writ petition No. 1280 of 1989 by the Hon'ble Supreme Court and the decision of Central Adm. Tribunal being OA No. 620 of 1987.

6. The first party has submitted written arguments by Ex. 44. The gist of written argument is that the reference is incompetent, and mis-conceived, hence deserves to be rejected because the second party was employed purely on temporary basis. The first party submitted written statement by Ex. 7 and has examined one Laxmanbhai I. Patel of SD Office, Mehsana. The second party was engaged on muster roll for the month of March, 1987, December, 1987 and January, 1987, March, 1988, May 1988 and June, 1988. Then he had worked in the month of January, 1989 to May, 1989. This fact is clear from the attendance register produced in this case as per Ex. 14, 15 and 16. The SDO (Telegraph), Kadi, Sub-division is newly opened in the month of September, 1990 and for completing new connection target work for year ending 1991. The second party was engaged on muster roll in the month of December for 23 days and from 6th February, 1991 to 31st March, 1991 for completion of target work. On 31st March, 1991 he was gone with line man Shri Nirmal Kumar and he met with an accident. He was admitted in Bhagydya Hospital, Kadi and whole expenditure was paid by staff. He was discharged from hospital on 8-4-91 after full recovery of injury portion. He was employed on M/R from 15-4-91 to 30-4-91 as a chowkidar to help his family member and after 1-5-91 was removed. Hence there was no work.

He has worked in 1987 for 240 days, June, 1989 to November, 1990 he had not worked in any party or SDO. He was engaged in the month of February, 1991 and had not given an appointment order. So the question does not arise for issuing notice. There is no serious injury to the employee and employee is not handicapped due to this injury. Thus it is requested to reject the reference.

7. Looking to the submissions and averments of the parties following issues are to be decided for my consideration in this reference.

- i. Whether the action of the first party in terminating the service of the second party is justified?
- ii. Whether the management of the Telecom Manager (Mehsana) TDM and other in not considering the name of Shri Kalumuddin in the scheme of Supreme Court for observing the casual labourers who have continuously worked for more than one year is justified?
- iii. Whether the second party should be reinstated with the first party, telecom manager, Mehsana?
- iv. What order about back wages?
- v. What final order. My answer to the above issues are as under as per the reasons given below :

- i. No
- ii. No
- iii. Yes
- iv. The first party should pay 50% back wages from the date of terminating till the date of reinstatement to the second party.
- iv. As per final order of the Award.

Reasons :

(3) It is an admitted fact by the first party that the second party was employed from May, 1987 to December 1987, January, 1988 to March, 1988 and May, 1988 to June, 1988 on muster roll and then against January 1989 to May, 1989. The order was issued by the SDO Telegraph, Kalol. Then SDO Telegraph Kadi Sub-division was newly opened in the month of September, 1990 and for completion of new connection target work, the second party was employed on muster roll in the month of December, 1990 for 23 days from February, 1991 to 31st March, 1991. On 31st March, 1991 he has gone with line man Shri Nirmal Kumar and unfortunately induction of power line came on telegraph line and the second party was shocked and hence he was admitted in Bhagydya Hospital, Kadi and treatment was given. Thus he was discharged from hospital on 8-4-91. Then he was

against engaged on muster roll from 15-4-91 to 30-4-91 as a chowkidar and he was removed on 1-5-91. Thus looking to the admission of the first party that the second party has worked in 1987 for 240 days, and it is clear that the provisions of Industrial Disputes Act i.e. Section 25F is applicable in the termination of the services of the second party. However, the first party has violated the provisions of the Industrial Disputes Act i.e. mandatory provision for termination of the service of the second party. Not only that the second party has got an injury during the course of employment. Thus the first party is morally duty-bound to give employment to the second party. Thus it is clear that the second party has worked from March, 1987 continuously for more than 240 days in a C.Y. after the date of employment. It is also clear that the first party has violated the law on the termination of the services of the second party i.e. the first party has not observed Section 25F of the Act which is a mandatory provision. Thus the violation of the Section 25F has been done by the first party. Hence termination of the second party is illegal, improper and bad in law. Thus the condition of Section 25F are as under :

- (a) The workman has been given one month notice in writing indicating the reasons for retrenchment, and the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of notice.
- (b) The workman has been paid at the time of retrenchment compensation which shall be equivalent of 15 days average pay for every completed year of service or any part thereof in excess of six months.
- (c) Notice in the prescribed manner is served on the appropriate government or such authority as may be specified by the appropriate government.

Thus in the present case the second party has completed 240 days in 1987 and it was obligatory on the part of the first party to give one month's notice or notice pay and the compensation as prescribed by Section 25F of the I.D. Act, 1947. Thus when there is violation of Section 25F the termination is void-ab-initio. Thus it is immaterial whether the workman is badli worker, muster roll worker or temporary worker or daily wager or casual labour. In all cases when the workman has completed 240 days in a C.Y. calendar year, the employer is bound to follow the provisions of Section 25F of the I.D. Act, and if there is a violation of 25F the workman is entitled for the reinstatement with back wages. In State bank of India vs. Union of India 1995 LAB IC p. 1668 a casual worker appointed for a fixed term, but had worked for more than 240 days was retrenched. Labour Court held retrenchment illegal. Writ petition filed in High Court,

Patna challenging the order of Labour Court. The writ appeal failed.

In Madhav Shanker Dave, vs. State of Rajasthan, 1991 FLR p. 83 where a daily wage earner had been given artificial brakes had continuous service of more than 240 days retrenchment was ordered. Thus Section 25F is applicable to a adhoc or temporary workman or daily wager or badli worker or a part-time employee. Thus looking to the evidence produced by the first party, it is clear that the second party has worked 240 days in a calendar year in the year 1987-88. Hence Section 25F is applicable in the present case. Ex. 14, Ex. 15, Ex. 17 & Ex. 18 prove that the second party has worked from March, 1987-88 for more than 240 days in a C.Y. continuously. Thus it is clear that termination of the second party by the first party is illegal, improper and bad in law.

8. The Hon'ble Supreme Court in Ram Gopal vs. Union of India and Jagat Singh vs. Union of India, it was held that respondent Union of India shall prepare the scheme on a rational basis for absorbing as far as practical the casual labourers who have continuously worked for more than one year in telecom department and this should be done within six month. Thus in those petitions the principal allegation was article 32 of the constitution and that the workmen are working under the Telecom Department of Union of India as casual labourers for 2 to 4 yrs. and instead of regularising them in employment, their services have been terminated on 30th September, 1998. Thus it was contended that principle of the decision of this Court in daily-rated casual labourer vs. Union of India and others are applied to the petitioners. Thus the second party had worked for more than 240 days in a C.Y. with the Telecom manager (TDM) Mehsana, but they have not considered the name of the second party for the scheme of the Supreme Court for observing the casual labourers who have continuously worked for more than one year. Admittedly the second party has worked for more than one year the first party. Thus the action of the management of not considering the name of the second party in the scheme of the Supreme Court for observing the casual labourers is not justified.

9. As a normal rule when there is violation of Section 25F the workman is entitled for the reinstatement with full back wages. In the present case there is a violation of Section 25F of the Act by the first party. Hence

it is necessary that the second party should be reinstated. It is pertinent to note that the second party has met with an accident during the course of employment. Hence it is direction to the first that light work should be given to the second party so that he can perform the functions effectively. Thus it is hereby directed that the first party should reinstate the second party and give suitable employment.

10. As a normal rule when there is reinstatement the workman is entitled for the full back wages. However, looking to the evidence of the second party that after the termination he has occasionally worked as a daily wager/ as a labourer and he was given Rs. 12 to Rs. 15 per day. Not only that the second party was a daily wager and only when there is work he was employed by the first party. Thus in AIR 1960 SC p. 226 the Hon'ble Supreme Court has observed that:—

"Once it is found that retrenchment is unjustified and improper it is for the Tribunal to consider what relief should the retrenched workmen are entitled, Ordinarily, the workman has been improperly and illegal retrenched he is entitled to claim reinstatement . The fact that the employer has engaged other workmen would not necessarily defeat the claim of reinstatement of the retrenched workman. In order to give the effect that the protected litigation in regard to the dispute has invariably mean delay, to defeat such a claim for reinstatement. This Court has consistently held that in the case ground for dismissal, discharge, or retrenchment, the claim for reinstatement cannot be defeated merely because time has elapsed or that employer has inducted fresh hands"

Thus though the rule in case of non-compliance with Section 25F deals with reinstatement with full back wages, but circumstances may warrant either denial of back wages or award of partial back wages. However, when there is a special impediment or there may be exceptional circumstances which make it impossible or wholly inequitable vis-a-vis the employer and workman to direct reinstatement with full back wages. This was held in SK Verma vs. CG cum IT, New Delhi in 1980

LIC 1292 SC. Thus in the present case as the second party has worked occasionally and after the termination he has earned livelihood and he was a daily wager working in an intermittent period, it is desirable that the second party should be awarded 50% back wages from the date of termination till the date of reinstatement and for the calculation of back wages the number of working average days per year should be considered, looking to the position in Ex. Engineer Panchayat Division vs. Purvabhai Govindbhai 1999 I CLR p. 64. Thus 50% back wages should be calculated from March, 1987 to February, 1988 For calculating back wages, the period from March, 1987 to February, 1988 should be considered and average earning per month from this period should be calculated by the first party, and the 50% of the back wages of the average earning per month should be paid from the date of terminating till the date of employment by the first party. It is also directed that if the first party is unable to reinstate the second party within 30 days of the receipt of this award by whatsoever reason, the first party shall pay compensation of Rs. 1,25,000/- in lieu of employment to the second party. Looking to the above observation I hereby pass the following order

ORDER

The reference is partly allowed. The first party is hereby directed to reinstate the second party within 30 days from the date of receipt of this award and it is also hereby directed to consider the name of the second party for the scheme of Supreme Court for observing casual labourer who have continuously worked for more than one year and it is also directed to pay 50% back wages from the date of termination till the date of re-employment.

2. If the first party is unable to employ the second party within 30 (Thirty) days of the receipt of this Award by whatsoever reason, the first party shall pay compensation of Rs. 1,25,000 in lieu of re-employment to the second party within 45 days of the receipt of this Award. It is also hereby directed to pay Rs. 1000/- as cost to the second party.

Ahmedabad, 18th October, 1999

B. I. KAZI, Presiding Officer

नई दिल्ली, 12 सप्टेंबर, 1999

का०आ० 3527.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरदर्शन केन्द्र, राजकोट के प्रबंधनत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, अहमदाबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-11-99 को प्राप्त हुआ था।

[सं. एल-42012/93/86-डी. II (बी)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 12th November, 1999

S.O. 3527.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Ahmedabad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Doordarshan Kendra, Rajkot and their workman, which was received by the Central Government on 12-11-99.

[No. L-42012/93/86-D.II (B)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER, INDUSTRIAL TRIBUNAL (CENTRAL), GUJARAT AT AHMEDABAD

Ref. (ITC) No. 46 of 1987

ADJUDICATION

BETWEEN

The Doordarshan Kendra, Rajkot .. First Party
AND

The workman employed under it .. Second Party

In the matter of the termination of Shri Bharat M. Bhati, casual helper by the management of Station Director, Doordarshan, Kothi Compound, Rajkot etc.

Appearances : Shri P. I. Shan, Advocate, for the first party

Shri D. G. Shah, Advocate, for the second party

AWARD

The above-mentioned industrial dispute between Doordarshan Kendra, Rajkot and the workman employed under it has been referred for adjudication under

section 10(1)(d) of the I.D. Act, 1947 by the Desk Officer, Govt. of India, Ministry of Labour, New Delhi's Order No. L-42012/93/86.D.II(B) dtd 19th August, 1987 as per the schedule attached to the order of reference, to the Industrial Tribunal, Ahmedabad. Thereafter under an appropriate order it has been transferred to this Tribunal for proper adjudication.

2. A notice was issued to the second party to file the statement of claim. By Ex. 3, the second party has filed the statement of claim the brief facts are that the concerned workman was given oral appointment as watchman-cum-helper on 31st July, 1984 by the first party in Doordarshan Kendra, Rajkot. On 21-7-85 the concerned workman was informed by the Station Director orally that 'you are relieved from service and when the services are required you will be informed accordingly'. At the time of termination no retrenchment compensation has been paid, no notice or notice pay was given. Thus the termination is illegal, unfair, unjust and against the principles of natural justice and provisions of Industrial Disputes Act, 1947. It is submitted that juniors are continued in service of the first party and some new persons have also been given appointment after the termination from service. After termination, the second party issued demand letter to the employer on 27-9-1985, but the first party did not respond to it and the result of which conciliation proceedings were started and it was ended in failure. Hence the present reference. It is also submitted that despite sincere efforts, the second party has not been able to get another employment. Thus it is requested that the termination of the service of the second party from Doordarshan Kendra, Rajkot be declared, unjust and illegal and the concerned workman should be reinstated in his original post without continuity of service and full back wages and to pay cost of the proceedings.

3. A notice was issued to the first party to file the written statement. By Ex. 10, the first party has submitted the written statement. The brief facts are that the application of the concerned workman is false and fabricated. The concerned workman was not employed on the permanent post. He was a casual labour and his service was not continuous. In Doordarshan Kendra, daily wagers are employed when there is need of them and when there is no work they are relieved. Thus the appointment is not permanent. The concerned workman was not employed by employment exchange and his appointment was not against the current post. When there is recruitment on the regular post, the names were called from the employment exchange and after taking interview, the persons are selected. The concerned workman was not eligible for interview and he was not called for the interview. The concerned workman has not worked for 240 days. He was a daily wager. Thus there is no question of notice or notice pay. It is submitted that the concerned workman was relieved as per the rules and Industrial

Disputes Act is not applicable to the office of the Central Government, and the first party is not an 'industry'. Hence it is requested that the reference should be dismissed with cost.

4. By Ex. 28 the second party has submitted list of documents. Mark 28/1 is the notice given to the Station Director by the advocate of the second party dtd. 27th Sept., 1985. Mark 28/2 is the postal receipt of Regd. letter of that notice. Mark 28/3 is the letter written to the Post Master, Rajkot by the advocate of the second party for non-receipt of RPAD dtd. 25th October, 1985. Mark 28/4 is the receipt No. 2235 given by Post Master, Rajkot. Mark 28/5 is the certificate given to the second party by the army officer, regarding army service of the second party. By Ex. 36, the second party has produced further documents. Mark 26/1 is the letter written to the Director, Doordarshan Kendra, Rajkot by advocate Shri D. G. Shah. Mark 36/2 is the postal slip regarding the registered letter and mark 36/3 is the registered post AD slip.

5. The first party has produced the documentary evidence by Ex. 21. Mark 21/1 is the affidavit filed by the Director, Doordarshan Kendra, for the production of document. Mark 21/2 is the appointment list of Gr. D staff from 1984 onwards in respect of Doordarshan Kendra, Rajkot, and mark 21/3 is the list of working days of the second party from November, 1984 to July, 1985. By Ex. 53, the first party has produced further document. Mark 53/1 is the list showing the days worked by the second party and the vouchers of the concerned workman for the payment made to him for the work. Mark 53/2 is the recruitment rules, chapter 16 of the first party. Mark 53/3 is the rules of recruitment of chapter 16, of the first party. Mark 53/3 is the rules of recruitment of security guard of Doordarshan. Mark 53/4 is the statement showing the emoluments entitled for chowkidar-cum-peon on 1-1-1985 and on 1-1-1995. Mark 53/5 is the list of chowkidar-cum-peon who are on pay roll of DDK, Rajkot. The second party has objected to the production of these documents and Hon'ble Tribunal has passed an order allowing production of these documents and the second party has given the right of evidence on these documents. By Ex. 56, the first party has produced further documents. 56/9 is the list sent by District Sainik Board dtd. 28th Oct., 1985. By Ex. 59 the first party has produced further documents. Mark 59/1 is the list sent by District Sainik Board, Jamnagar No. DSWO/EME/5/X-2/56/89. Mark 59/1 is the list sent by employment exchange, Rajkot dtd. 28-3-1988. Mark 59/3 is the list sent by Jilla Sainik Welfare Board, Baroda. 59/4 is the list sent by employment exchange, Rajkot, dated 15-11-1989.

6. By Ex. 13, the second party has asked for the production of documents which are muster roll of the first party from 31-7-1984 to 20-7-1985, (2) from 31-7-1984

to 20-7-1985, pay roll, pay slip and pay vouchers. (3) after the termination of the second party employment given in the IVth category and to the daily wagers by the DDK Rajkot showing the names and date of appointment of such employees.

9. By Ex. 15, the first party has taken the contention that DDK, Rajkot does not fall under the definition of 'industry', and Industrial Disputes Act is not applicable to the first party. The second party has replied by Ex. 17 and the Industrial Tribunal has passed an order rejecting the application in Ref. (ITC) No. 45/87.

10. The second party was remaining absent and hence the reference was dismissed by the Hon'ble Tribunal. Further restoration application was filed by the second party bearing No. 5/91. By the order of the Tribunal the reference was restored on 2-7-1993.

11. The second party was examined by Ex. 29 and by Ex. 30 evidence was closed.

12. The first party has examined its witness by Ex. 37 and the first party closed their evidence by Ex. 38. The second party submitted the written arguments by Ex. 46. The first party has submitted the oral argument and the representative of the second party was also heard orally.

13. The gist of the argument Ex. 46 is that the concerned workman was working in Doordarshan Kendra, Rajkot as a watchman-cum-helper from 31st July, 1984, to 21st July, 1985. There was no written appointment letter. The services were terminated on 22-7-1985 without notice or notice pay or without paying retrenchment compensation by the Director, Doordarshan Kendra, Rajkot. Thus the action of the first party is illegal, improper and against the principles of natural justice. The concerned workman has sent the demand notice dated 27th September, 1985., but there was no action from the first party that the concerned workman complained to the Asstt. Labour Commissioner regarding the industrial dispute and as there was no settlement, the conciliation officer sent a failure report dated 21st April, 1986. Hence the present reference is made by the appropriate government. By Ex. 3 the concerned workman has filed the statement of claim. After the termination, the concerned workman tried for the job, but he did not find any employment. Thus this reference is for the reinstatement with back wages of the concerned workman and also for the cost of this reference. Looking to Ex. 10, the written statement of the first party, the contention is that the concerned workman was not employed permanently and he was employed as a daily wager and his service is not continuous and the appointment of the concerned workman was not through employment exchange and not against vacant post. When there is a regular recruitment for the post, the name has been called from the employment exchange and after taking the interview the persons are selected on the post.

The concerned workman has not worked for 240 days in a calendar year and so there is no question of giving notice and notice pay and his services were terminated orally as per the rules. The Industrial Disputes Act is not applicable to the first party. Thus the first party has not taken defence regarding victimisation. The application for the primary issue was rejected by the Tribunal and due to the unavoidable absence the reference was rejected. Then after it was restored by misc. appln. No. (ITC) 5/91. By Ex. 29, the concerned workman has given oral evidence and he was cross-examined by the first party. The concerned workman is an ex-serviceman and by Ex. 44, the concerned workman has produced xerox copy of certificate showing that he is an ex-serviceman. The concerned workman was getting Rs. 20/- per day. S/shri M.V. Bhoniya, M. J. Chauhan, Makwana & Dave were retained. Thus the concerned workman has tried for the employment after the termination. The first party has produced mark 21/1 an affidavit showing the list of workmen who were appointed with the concerned workman and also after the termination of the concerned workman. Mark 21/3 is the days of presence of concerned workman. However, it is not proved by muster roll or by any other evidence. After the termination of the concerned workman a notice was given to the first party by mark 36/1 to produce certain documents as demanded in that notice. The notice was received by the first party, but no reply was given by the first party and no documents were produced as called for by the first party in that notice. This adverse inference can be drawn against the first party. Thus the first party has wilfully not submitted those documents and it is requested to draw the adverse inference against the first party for non-production of those documents. The first party examined Ms. Ahalya P. Kamli by Ex. 37. She has admitted in cross-examination that she has no personal knowledge and she has come on 16th August, 1993 by promotion at DDK, Rajkot. It is also admitted by her that there is a reservation quota for ex-servicemen and ex-servicemen are appointed on the post of guard. She has admitted Ex. 38. It is also admitted by her that there is no circular regarding calling names for employment exchange, and to terminate the services of the employees who are working before the calling of names from the employment exchange. Thus new hands are employed and juniors are retained. Hence it is violation of Section 25F & 25H of the I.D. Act, 1947. The first party has submitted that the concerned workman has worked for 273 days but no muster or wage register has been produced by the first party, though demanded. Thus looking to the judgement 1993(1) GLH p. 17, the mandatory provisions is not complied by the first party at the time of termination of service. Hence there is violation of Section 25F (a) & 25F(b). Thus looking to the decision of Hon'ble Supreme Court in 1986 LIC p. 98—Workman's continuous service—actual working days—calculation. Sundays and other paid holidays can be taken into account for

continuous service. Thus it is requested that the concerned workman should be reinstated with continuity of service and with back wages. The learned advocate Shri D.G. Shah on behalf of the second party has also submitted the oral argument. It is submitted that no appointment letter was given by the first party and no termination letter was given. The main contention is that the second party has not completed 240 days and he was not employed by calling names from the employment exchange. The first party has produced Chapter 16(53/2 rules), but these rules are not applicable because these are applicable to Central Government employees. The concerned workman has produced evidence regarding ex-servicemen as per Ex. 44. Thus there is violation of section 25F and also 25G & H of the I.D. Act. By Ex. 37 the witness of the first party has admitted that the concerned workman is an ex-serviceman. It is also admitted that the persons were employed in Door Darshan Kendra, Rajkot after the termination. Thus the juniors were retained. In his support he has cited :

1. AIR 1968 SC 1418
2. 1980 LIC SC p.
3. 1993 GLH p. 17(1)
4. AIR 1986 LIC 98
5. 1984 LIC p. 1264. of Patna High Court.
6. 1986 LIC SC p. 671.

Thus, it is requested that the concerned workman has to be reinstated with back wages and continuation of service.

14. Heard learned advocate Shri R. S. Munshi, on behalf of the first party. It is submitted that the second party has submitted the DA list after closure of evidence. (By Ex.36) So it cannot be taken into evidence. Not only that the concerned workman has not submitted Ex.44 at the time of recruitment and though the name were called from the District Sainik Board, Jamnagar, employment exchange, Rajkot and District Sainik re-settlement officer, Baroda. The name of the concerned workman was not submitted by those authorities. So looking to the provision of the regular recruitment on this post in Door Darshan Kendra, chapter 16 provides recruitment through employment exchange. Thus looking to the provisions contained in Chapter 16 para 1(v) by inviting names for Gr. C & D vacancies to the employment exchange it should be clearly indicated in the requisition. Provided they further prescribe age and educational qualification. Thus for the recruitment of security guard the age limit was 35 for ex-serviceman who has put in not less than 3 yrs. services in armed forces and who has got very good character assessment in army discharge certificate. Thus the concerned workman has not been eligible looking to this criteria because, he has not produced the ex-

serviceman certificate with the appropriate remarks and his name was not sent by employment exchange or by District Sainik Board. As per the list submitted by Ex. 59/1 to 59/4 he was not selected and not being eligible for the post. It is submitted that the concerned workman was engaged as a casual labour by an oral order as daily wager and he was serving as a watchman under the control of senior guard. He was not employed through employment exchange. He was not peon-cum-helper. He was taken into employment in Nov. '85 and he was a casual labourer and he was relieved in July '85. Thus he has not worked for 240 days in a C.Y. and he has not worked continuously and he has no right to get the benefit of Sec. 25B of the I.D. Act. Thus it is clear that he is not entitled for sundays and further paid holidays in calculating 240 days. Thus 1986 LAB IC SC is not applicable in the present case and he has actually worked 223 and not 240 days. Thus the termination of the second party is not illegal and improper and there is no violation of Sec. 25F of the I.D. Act as the concerned workman has not worked for 240 days in a calender year. It is also submitted that back door entry is not permitted as it is violation of fundamental right of the constitution. Hence there is no violation of Ss. 25F, H & F in the present case as he was a daily wager, and not completed 240 days and as per the rules and regulation of the first party he cannot claim reinstatement with back wages, on the post because he was not appointed on the vacant post and he was appointed for casual work and benefit for regular employment is not available to him. Thus it is requested that the reference be dismissed with cost. It is also submitted that vouchers showing the days of working of the concerned workman has been produced and hence there is no violation of the order of the Tribunal for the production of documents. Thus sufficient evidence have been produced by the first party for the days the second party has worked with the first party. Thus the reference should rejected with cost.

15. In this reference following points are to be decided:

- (a) Whether the second party proves that he has worked for 240 days in a C.Y. before his termination?
- (b) Whether the termination of the concerned workman by the management of the Station Director, Door Darshan Kendra, Rajkot is legal and proper?
- (c) Whether the concerned workman should be reinstated as a casual chowkidar-cum-peon on daily wages at DDK, Rajkot?
- (d) What order should be passed for back wages?
- (e) What final order?

My answer to the above issues are as under, : as per the reasons given below:

- (a) partly proved.
- (b) Negative.
- (c) Yes. But as per the final order.
- (d) No order about backwages.
- (e) As per the final order

Reasons : 16. If we peruse the documents produced by the first party Ex. 53, Ex. 53/1 is the statement showing the days the concerned workman has worked in C.Y. Thus in all from November, 1984 to July, 1985, he has worked for 223 days as a chowkidar-cum-peon on daily wages at DDK, Rajkot. The voucher submitted by the first party at Ex. 53/1, clearly shows that the second party has worked for 223 days with the first party. Looking to the cross-examination of the concerned workman at Ex. 29, some facts has been admitted that he was a daily wager and he was working as a chokidar-cum-peon. It is also admitted by him that Shri Bhoniya was a technician, Shri Chavda, Shri Parmar and Shri Dace were helper. The work of helper is cleaning and to take the materials outside. It is admitted that there was a break of 5 days in his service. He has admitted that he has worked for 240 days, but he has not produced any evidence corroborating his statement. Now looking to the evidence of the first party witness Ms. Ahalya P. Kamli (Ex. 37) it is stated that the concerned workman has worked for 223 days in DDK, Rajkot and the original record is with Pay & Accounts Office, Bombay. It is also stated by her that Shri Bhatti was not watchman, but watchman-cum-helper, & that he has worked from November, 1984 to July, 1985. List Ex. 21/1 has been submitted by the first party. It is admitted by her that the recruitment of Shri Bhatti was not a regular recruitment. Shri Bhatti was working as Chowkidar-cum-peon and at the time of termination his pay was Rs. 20/- . Thus looking to the evidence of the first party also it is clear that the concerned workman has worked for 223 days in DDK, Rajkot as a daily wager and his work was of Chowkidar-cum-peon. Thus it is established by the evidence produced by the first party and by the oral evidence also that the concerned workman has worked for 220 days and not 240 days as claimed by the concerned workman.

17. The judgement cited by the representative of the second party i.e. 1986 LAB IC p. 981 regarding Section 25F and 25B(2) of tch I.D. Act It was held by the Hon'ble Supreme Court in view of sub-section 2 of Section 25(b) that the workman shall be deemed to be in continuous service if he has actually worked under the employer for particular period. The expression actual work under the employment cannot mean these days only when the workman worked with hammer, sickle or pen, but must necessarily comprehend all those days during which he was in the employment of the employer and

for which he had been paid wages either under express or implied contract of service or by compulsion of statute, standing orders etc. Thus Sundays and other paid holidays should be taken into account for the purpose of calculating total number of days on which the workman could be said to have actually worked. Thus it was held that if the 'expression actually worked under the employer' is capable of comprehending the days during which the workman was in employment and who paid wages and we see no impediment to do so construe the expression. There is no reason why the expression should be limited by the explanation. Thus it is clear in para 5 of the judgement that the workman had been paid wages either under express or implied contract of service or by compulsion of statute, standing orders etc. otherwise Sundays and holidays cannot be taken into consideration in calculating 240 days if the wages for holidays and Sundays are not paid to the workman by express or implied contract. In the present case the first party has produced the vouchers of wages paid to the concerned workman and looking to these vouchers, it is established that he was not paid for Sundays or holidays, but he was paid for the days when he actually worked. Thus in my opinion in AIR 1986 LIC is not applicable to the present case. The concerned workman was not paid for holidays and Sundays because he was a daily wager. Thus the concerned workman has not established clearly that he has worked with the first party for 240 days in a C.Y. However as the concerned workman has worked for nearly 223 days i.e. nearly 240 days, the benefit of Sundays and holidays can be assigned to the concerned workman also. Thus though it is not clearly proved that the concerned workman has worked for 240 days in a C.Y. however, looking to the termination of the concerned workman and also looking to the evidence of the concerned workman Ex. 29 that he was employed from 31st July, 1984 to 21st July, 1985, it was the duty of the first party to produce the evidence for the days worked by the concerned workman from August, 1984 to October, 1984, but the first party has failed to produce such evidence. Thus it is presumed that the concerned workman has worked 240 days in a C.Y. preceding his termination. Thus the contention that the concerned workman has worked for 240 days is partly proved.

17. Looking to the evidence of the concerned workman Ex. 24 that he has worked from 31st July, 1984 to 21st July, 1985 and as discussed above he has completed 240 days presumably, the first party has to follow the provisions of Section 25 of the I.D. Act before the termination of the second party though he is a daily wager. Looking to the evidence of the second party as per Ex. 29 that he was given appointment letter at the time of appointment and on 21st July, 1985 Shri Arora has sent a message to him that his services are terminated and there was no written order from the first party regarding

the termination and no notice or notice pay was paid and no compensation has been paid as per the provisions of Section 25K of the I.D. Act, the action of the first party is in violation of Section 25F of the I.D. Act hence the action of the first party in terminating the services of the second party is illegal, improper and also bad in law.

18. In 1984 LAB IC 1264 the Hon'ble Patna High Court has decided that appointment of a person by Irrigation Department.—appointment mentioned as reasonable without mentioning the exact date of termination of service. It was held that notice under Sec. 25F is necessary before terminating the services. In the present case no notice or notice pay and no retrenchment compensation has been paid to the second party before terminating the services by the first party. It is admitted by the witness of the first party that there is no circular that the employee who is working on casual basis should be terminated without the name sent by the employment exchange for that post. Thus it is clearly established by the evidence of the second party that at the time of termination the first party has not sent any notice or paid any notice pay or retrenchment compensation. Thus it was the duty of the first party to pay notice or notice pay and retrenchment compensation if the workman has worked for 240 days in a C.Y. though the workman is a casual daily wager.

19. As the first party has violated Section 25F of the I.D. Act, as a normal rule, the workman is entitled for the reinstatement and for full back wages. Thus the appointment on the post should be by following the recruitment rules. In Arjunbhai Chauhan vs. State of Gujarat 1997 (3) 28 GLR p. 2461, it was held that the appointment made on temporary basis without following the relevant recruitment rules, such employee does not acquire any right to continue in service fact that the appointment was made after calling names from employment exchange would make no difference. Similarly putting in long service on the post would also not acquire any right held further such appointments are a fraud on constitutional provisions in article 14 & 16 and it was further held that merely by continuing on irregular appointment for years, the holder of the post does not acquire any right to hold the post and the claim of the petitioner was rejected by the Hon'ble High Court. Now looking to this decision the second party was appointed on daily wages as chowkidar-cum-peon by the first party. It is submitted by the first party that the rules applicable to the Central Government for the recruitment of Group C & D Class is also applicable to Door Darshan Kendra. They have produced Ex. 59/2, 53/2, the extract of the recruitment through employment exchange Chapter 16. It is clearly established that the names of the first party was not called from the employment exchange, but he was appointed on daily wages casually, now looking to p. 110 at Sr. No 3 of the recruitment

rules produced by the first party regarding recruitments in DDK at Sr. No. 3 the name of the post is security guard and at Sr. No. 4 the name of the post is peon. Thus the age limit for direct recruitment is 35 yrs. for security guard and 25 yrs. for peon. Thus there is relaxation upto 35 yrs. in case of government servants for the recruitment of peon, which vacancy should be filled in the case of peon by calling the names from the employment exchange and in case of security guard the ex-serviceman who have put in less than 3 yrs. of service in the Armed Forces & who has got 'very good' character assessment in his Army Discharge Certificate or ex-police personnel who has put in not less than 3 yrs. of service in the Central or State Police Forces & who has got 'very good' character assessment & Middle School Standard pass. There is also desirable qualifications for this post. Thus it is clearly established by evidence that the name of the second party was not neither sent by employment exchange nor by Sainik Boards. The relevant documents are submitted by the first party for this purpose under Exs. 53/1 to 53/4. However, the second party has produced a certificate vide Ex. 21/5 dtd. 27th July, 1993 that he is an ex-service man and it was exhibited as Ex. 44. Thus there is no doubt that the second party is an ex-service man and he is eligible for the post of security guard and date of enrolment in the military service was 22nd February, 1983 and the certificate was issued by the officer Incharge—Maratha Light Infantry (RC) Belgaum. Thus there is no doubt that the concerned workman is an ex-serviceman though at the time of appointment he has not stated that he is an ex-serviceman. He has served in the army for 5 months and 28 days and the reason for relieving him is that 'inconsequence of unlikely to become an efficient soldier' and that certificate was issued on 16th August, 1983. Thus the requirement for the section in the post of security guard is very good character assessment in his army discharge certificate. However, long time has been elapsed, so in the interest of justice it is necessary that the concerned workman should be re-established as a daily wager chokidar-cum-peon in Door Darshan Kendra, Rajkot. But, as discussed above his recruitment was not as per the rules and he has merely worked for 223 days and it is not obligatory on the part of the first party to pay him back wages. Hence there is no order for back wages, but the second party should be reinstated as Chowkidar-cum-peon in Door Darshan Kendra, Rajkot he should be given continuous service i.e. from his prior appointment for other purpose including the retirement purposes and he should be placed on a minimum scale for the Class-D post as applicable to the service as a fresh candidate in Door Darshan Kendra.

20. Thus the service of the concerned workmen is deemed to be as continuous service from the date of his termination i.e. in the year 1985 as a chokidar-cum-peon. He should be put in the minimum time scale as

applicable to Gr. D employee of Door Darshan Kendra as a fresh candidate working to above observation I hereby pass the following order.

ORDER

The reference is partly allowed. The first party Door Darshan Kendra, Rajkot is hereby directed to give employment to the second party as a chowkidar-cum-peon in the minimum time-scale of Gr. D staff within 60 days from the receipt of this ward. There is no order regarding back wages. It is hereby directed that the concerned workman Shri Bharatkumar Mansukhlal Bhati should be considered as a fresh candidate of group D staff. There is no order regarding back wages, but the second party is deemed to be in continuous service from the date of his termination without accruing any monetary benefits. The first party should pay Rs. 750 as cost of reference to the second party.

B. I. KAZI, Presiding Officer

Ahmedabad, 30-9-99.

नई दिल्ली, 11 अक्टूबर, 1999

का. आ. 3528.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलौर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 08-10-99 को प्राप्त हुआ था।

[सं. एल-12012/69/92-आई आर (बी-II)]

सी. गंगाधरण, अधर सचिव

New Delhi, 11th October, 1999

S.O. 3528.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank of India and their workman, which was received by the Central Government on 08-10-99.

[No. L-12012/69/92-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL-TRIBUNAL-CUM-LABOUR COURT.
BANGALORE

DATED : 5-10-99

PRESENT :

Justice R. Ramakrishna
Presiding Officer.

C.R. No. 69/92

I PARTY
 K. Ramesh
 Represented by the
 General Secretary,
 Syndicate Bank Staff
 Association Ananda
 Plaza, II floor, Near
 Ananda Rao Circle,
 Bangalore-9.

II PARTY
 The Chairman and Managing
 Director,
 Syndicate Bank Head Office,
 Manipal.

800 on 13-12-86 and Rs. 1666.10 on 1-1-87 i.e. a total sum of Rs. 2966.10.

5. Therefore the management viewed that the act committed by this workman amounts to gross misconduct within the meaning of Clause 19.5(j) of the BPS.

6. This workman has denied the charges vide his reply dated 16-11-88. As it regards to the contention raised in the charge sheet that he has accepted the charge, this workman retracted in the reply statement to the effect that the letter dated 14-11-86 referred in the charge sheet was obtained forcibly, as he was threatened that he would be suspended in the event of not submitting the confession letter, under the threat of dismissal. Therefore, he forced to write such letter and consequent to that he has reimbursed the money to justify his confession letter. However, the management ordered for conducting an enquiry by appointing one of his officer as Enquiry Officer. in the enquiry both the management and this workman were represented by their respective representatives. The management examined two witnesses and marked relevant documents as exhibits. The workman examined himself and also examined one witness as DW2. The EO on the assessment of the evidence came to the conclusion that the gross misconduct alleged against this workman was established. He has also taken into consideration the documents MEX 7 and MEX 8 along with the fact of reimbursement made by the workman.

AWARD

1. The Central Government by exercising the powers conferred by clause(d) of sub-section (1) and sub-section 2A of the section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/69/92-IR(B.II) dated 10-3-92 on the following schedule :

SCHEDULE

"Whether the action of the management of Syndicate Bank, Bangalore, in dismissing the service of the workman, Shri K. Ramesh, Clerk, from 8-2-90 for alleged misconduct, is justified? If not, to what relief is the workman entitled to?"

2. The I Party was working as a clerk at Saraswathi-puram branch at Mysore, during 1988. He was incharge of postal outward accounts, in addition to some other works entrusted to him by the manager. On 11-10-88, the management issued a charge sheet listing several dates of claiming reimbursement of amounts said to have been incurred in dispatching the letters, more than what was actually spent.

3. The management has given six instances under which the excessive claim was made by this workman which is as follows :—

<u>Details of Items</u>		<u>Amount/Rs.</u>
1. As per Annexure 1		67.15
2. As per Annexure 2		104.75
3. -do-	3	2330.40
4. -do-	4	28.90
5. -do-	5	59.95
6. -do-	6	582.40
	Total	<u>3173.55</u>

4. It is also alleged that when the matter was referred to him by the Branch Manager on 14-11-86 this workman made a written submission to the branch manager, inter-alia accepting the acts of misappropriation of funds committed by him and expressed his desire to reimburse the money involved. It is further shown that the workman has reimbursed Rs. 500/- on 16-10-86, Rs.

7. Initially this tribunal has framed a preliminary issue to give a finding on the validity of DE due to the contention taken by this workman in his claim statement. After examining the EO and this workman, this court came to the conclusion that the II party have conducted the DE in accordance with law. Thereafter the case is posted to hear on the question of perversity, victimisation, unfair labour practice and the proportionality of punishment.

8. The learned advocate for the I party has taken through this court to the evidence of the management witness and the relative Ex's marked in the DE. It is the contention of the learned advocate that the management cannot place reliance on the alleged contention said to have been stated by this workman in his reply to the charge sheet dated 11-10-88 as this workman has denied of having given a statement of confession and contended that the said statement was taken by threat of imposing a major punishment to him and therefore such letter came into existence, which is not voluntarily given by him and the repayments was also made under threat by the management.

9. Against this submission Shri VHV the learned advocate for the II party admits that the I party should not be allowed to retract his confessional statement, merely a denial has been made in his reply to the charge sheet

and in addition to this the management was able to prove the alleged misconduct by both oral and documentary evidence.

10. We have been placed in a situation to find out the alleged misconduct where the alleged misappropriation of amounts by inflating the postal charges said to have been committed between 22-7-86 and 12-11-86. The reimbursement said to have been made on 16-10-86, 13-12-86 and 1-1-87. The alleged confession said to have been made by this workman by his letter dated 14-11-86.

11. If we analyse the above admitted facts it is not known how crediting of Rs. 500/- is made on 16-10-86 before the date of the confession letter i.e. 14-11-86. When it is made out that this misconduct was known to the management after this workman gave a confession letter dated 14-11-86, through it is said letter the confession letter is as a relief of detecting this misconduct, but there is no materials.

12. The management have not explained in any clear terms, the unreasonable delay in issuing a charge sheet, when according to them the matter was detected before 14-11-86 and the reimbursement to that shortage said to have been made by this workman before 1-1-87. Therefore, there is delay of nearly 2 years to issue this charge sheet. The management have not explained the reasons for such delay.

13. Without prejudice to the above question, the learned advocate for the I party has further submitted that on a perusal of the documents Annexure I, the excess amount claimed is at the lowest figure is 10 ps. and the excess figure is 50 ps. throughout, except on some occasion where it is shown as Rs. 11.50. Annexure II discloses amount claimed and received by this workman showing a excess amount of Rs. 104.75 from 29-7-86 to 8-10-86. Annexure III which is also the postal expenses incurred from 25-7-86 to 12-11-86, does not show misappropriation of the excess amount except showing the amounts claimed by this workman during that period was Rs. 2330.40 Again in Annexure IV, the facts discloses that the excess amount claimed by him from 23-7-86 to 25-10-86 was Rs. 28.90.

14. The learned advocate for the I party has also taken through this court to the evidence of MW1. Since the proceedings of the enquiry was had written the learned advocate has filed a paper book containing all the papers connected to DE.

15. The Enquiry Officer in his report as constructed the small differences is a inflated claim and therefore the evidence is sufficient to come to a conclusion that the charges are proved.

16. The Postal outward Register was relied in the Domestic Enquiry. However, the management to reach a conclusion of inflated amounts was due to the fact that in some instances he has failed to mention Postal Registration Receipt and even mentioning of the fact that some letters are sent by Registered post etc., The Enquiry Officer has relied more than once on the alleged letter of confession MEX 7 and is taken before the Investigation Authorities MEX 8. Therefore more credance cannot be placed on the evidence of these two witness to come to a conclusion that this workman has claimed excess amount of few paises with a view to misappropriate bank amounts.

17. We have gone through the evidence of MW1, MW2, DW1 and DW 2. On a reading of the evidence along with the features contained in the annexures I and V produced by the Management it is very difficult to form a correct opinion with regard to the fact that the action of this workman is proved. We have also gone through a Register maintained in this behalf. There also it is not such an easy task to decipher in each entry the case of inflating the amount is detected. Therefore, it is Crystal Clerk that the Management have relied on the alleged confession statement dated 14-11-86 said to have been given along with an enclosure describing the amounts claimed towards postal expenses.

18. It is also the case of the Management that they reached a conclusion of this nature as in some instances this workman has failed to mention postal registration receipt and also some other details while despaching the letters. When this being the true state of affairs one should not reach to a conclusion of guilt on as element of doubt is present.

19. We are conscious that once a validity of Domestic Enquiry is held in the favour of the management, the Tribunal should be slow in interfering with the findings of the Enquiry Officer except if it is shown that the reasoning is not supported by legal evidence or no evidence. But the proof is to be brought out to reach an inference of guilt in the enquiry reports. But what the tribunals should examine is where such evidence, though accepted, whether it leads to a conclusion of proving a misconduct. What is to be noted is that proceedings of the Enquiry Officer after he came to know that this workman has already confessed the misconduct committed by him. When an Enquiry Officer proceeds with such feeling it is natural that he will accept the evidence of the management witnesses straight away without bothering himself the evidential value of the deponent that would be present in such depositions. There could be not be any impediment for the Enquiry Officer to give some credence to the defence evidence, whatever may be its worth. Therefore, one cannot reach to a conclusion with a mere fact that confessions holding that the oral evidence corroborated that fact.

2. Now comes to the act of confession of an employee who is facing an enquiry which could result in his economic death has a right to contest and resist it. Merely because he is alleged to have given a confession 2 years earlier to the charge sheet he cannot loose his right to contest the case.

21. This workman was not prevented to stick to his confession latter also throughout. But he retracted the said facts by giving a reason that under threat of major punishment he is resorted to give such letter.

22. On the submission of the learned advocate for the I party it is Crystal clear that the alleged misappropriation of amounts by inflating the charges of each delivered letter by a mere 15 ps., 20ps., etc, there is no evidence by the management that such minor incidents was not occurring by the concerned clerks who were looking after the Postal work prior to this workman taking postal charges.

23. Even assuming that there was some petty claims which may be committed in a moment of weakness an Order of dismissal is not warranted. A worker brought up in an atmosphere of wants may yield to slip in a moment of weakness. Though it cannot be approved a righteous act, but while imposing penalty the management should take into consideration all these facts. It May be an accidental that sometimes there may be negligence in affixing more stamps to an envelope by 10 ps. of 20 ps. etc.

24. Now coming to the question of delay, though the management said to have learnt this misconduct before 14-11-86, the charge sheet was given on 11-10-88, the action of the management in delaying this matter and also collecting the money from this workman without taking any action is a fact to be considered, to the benefit of the workman. If the management was diligent and they satisfied that the act of misconduct has substantially came to the light on 14-11-86, it is the duty of the management to keep this workman under suspension and issue charge sheet and conducted Domestic Enquiry expeditiously. Therefore, there cannot be any impediment to hold that the disciplinary proceedings have conducted on a stale incident of misappropriating the amounts. Therefore, having coming to the conclusion that this workman not even kept under suspension till he was dismissed from service, this fact is required to be considered that the II party was not definite about the fact. Since the delay in initiating the enquiry proceedings has not been properly explained, this benefit should go the favour of this workman. When the latches on the part of the workman is considered seriously, there is no escape for the management.

25. Having regard to this facts and circumstances there is no impediment for this tribunal to exercise its discretion under Section 11A of the Industrial Disputes Act to interfere with the quantum of punishment.

26. As it regard to the disproportionate punishment it is relevant, to note the necessary guidelines given in R. M. Parmar case reported in 1992 LAB IC 1031. While discussing the punishment aspect of the matter Justice M. P. Thakkar, the then Chief Justice of Gujarat High Court states :

"When different categories of penalties can be imposed in respect of the alleged fault one of which is dismissal from service, the disciplinary authority perforce is required to consult himself for selecting the most appropriate penalty from out of the range of penalties available that can be imposed, having regard to the nature, content and gravity of the default. Unless the disciplinary authority reaches the conclusion that having regard to the nature, content and magnitude of the fault committed by the employee concerned it would be absolutely unsafe to retain him in service the maximum penalty of dismissal cannot be imposed. If a lesser penalty can be imposed without seriously jeopardising the interest of the employer the disciplinary authority cannot impose the maximum penalty of dismissal from service. He is bound to ask his inner voice and rational faculty why a lesser penalty cannot be imposed."

27. On an assessment of the entire facts and circumstances of this case the punishment of dismissal imposed against this workman is disproportionate to the gravity of the misconduct. Therefore make the following order:

ORDER

28. The order of the Management in dismissing the services of this workman w.e.f 8-2-90 is hereby set aside. The II party are directed to reinstate this workman to the Post he was holding at the time of dismissal. He is entitled for continuity of service but he is not entitled to any backwages. the reference is answered accordingly.

(Dictated to the L D C, transcribed by him, corrected and signed by me on 5th OCTOBER 1999)

JUSTICE R. RAMAKRISHNA, Presiding Officer.

नई दिल्ली, 17 नवम्बर, 1999

का. आ. 3529.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि. के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-11-99 प्राप्त हुआ था।

[सं. एल-30012/9/99/आईआर(एम)]

बी. एम. डेविड, अवर सचिव

New Delhi, 17th November, 1999

S.O. 3529.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal/labour Court, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Petroleum Corp. Ltd. and their workman, which was received by the Central Government on 16-11-99.

[No. L-30012/9/99-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL AT CALCUTTA

Reference No. 23 of 1999

Parties :—Employers in relation to the management of Hindustan Petroleum corporation Limited

AND

Their Workman

Present :—Mr. Justice A.K. Chakravarty.....
Presiding Officer.

Appearances :—

On behalf of Management Mr.P.B. Chowdhury, Advocate with Mr. S. Paul, Advocate.

On behalf of Workman Mr. S. Basu, Advocate with MR. S. Ghosh, Advocate

State : West Bengal. INDUSTRY : PETROLEUM.
AWARD

By Order No. L-30012/9/99-IR(M) dated 6-7-1999 the Central Government in exercise of it's powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Hindustan Petroleum Corporation Ltd. in termination the services Shri Nagina Yadav

is legal and justified? If not, to what relief is he entitled ?”

2. When the case is called out today, none appears from either of the parties, no step is also taken by them. Opportunities were also given to the workman for filling his written statement on number of occasions earlier. In the aforesaid circumstances, it is clear that the parties are not interested to proceed with the matter any further.

3. So, in the absence of any material for decision in respect of the schedule under reference. This Tribunal has no other alternative but to pass a “No Dispute” Award for disposal of the reference.

4. A “No Dispute” Award is accordingly passed and the reference is disposed of.

This is my Award.

Dated, Calcutta,

The 4th November, 1999

A. K. CHAKRAVARTY, Presiding Officer.

नई दिल्ली, 18 नवम्बर, 1999

का. आ. 3530.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतदद्वारा भारत के राजपथ, असाधारण, भाग -II, खंड 3(ii) में दिनांक 8 जून, 1995 को प्रकाशित भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.आ. 509(अ), दिनांक 8 जून, 1998 में निम्नलिखित संशोधन करती है।

उक्त अधिसूचना में “इस प्रयोजनार्थ केन्द्रीय सरकार द्वारा मान्यता प्राप्त नियोजक संगठनों के परामर्श से धारा 4 के खंड (च) के अंतर्गत केन्द्रीय सरकार द्वारा नियुक्त” शीर्षक के तहत क्रम सं. 38 के साथने प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात् :—

श्री बी.एस. नरसिंहन,

अध्यक्ष,

फेडरेशन, ऑफ एसोसिएशन ऑफ स्माल इंडस्ट्रीज ऑफ इण्डिया, द्वारा ऐसर्स बाइमेटालिक सुशिंग एंड बियरिंस सी-19, इंडस्ट्रीयल इस्टेट, गिर्जी,

चैल्फ-400 032

[सं. मू-16012/2/95-एस.एस. I]
जे. पी. शुक्ला, उप सचिव

New Delhi, the 18th November, 1999

S.O. 3530.—In exercise of the powers conferred by Section 4 of Employees State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour No. 509(E), dated the 8th June, 1995 published in the Gazette of India, Extraordinary, part II, Section-3 (ii) dated the 8th June, 1995:

In the said notification under the heading "Appointed by the central Government under clause (f) of Section 4 in consultation with organisations of employers recognised by the Central Government for the purpose" for the entries against Serial No. 38, the following entries shall be substituted namely :—

"Shri V.S. Narasimhan,
President,
Federation of Association of Small
Industries of India (FASII),
C/o M/s. Bimetallic Bushings & Bearings,
C-19, Industrial Estate, Guindy,
Chennai: 600032.

[No. U-16012/2/95-SS. I])
J. P. SHUKLA, Dy. Secy.

नई दिल्ली, 18 नवम्बर, 1999

का. आ. 3531.—कर्मचारी भविष्य निधि और प्रकोर्ण उपबंध अधिनियम, 1952 (1952 का 19) की धारा 5क की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा श्री चौ. पी. चोपड़ा को केन्द्रीय न्यासी बोर्ड का सदस्य नियुक्त करती है और दिनांक 10 अप्रैल, 1997 को भारत के राजपत्र, असाधारण, भाग-II, खण्ड 3 उपखंड (ii) में प्रकाशित भारत सरकार के अम भंग्रालय की अधिसूचना संख्या का.आ. 321 (अ), दिनांक 9 अप्रैल, 1997 में निम्नलिखित संशोधन करती है :—

"कालावधि अधिसूचना में छानांक 31 और उससे संबंधित प्रविष्टियों के लिए निम्नलिखित प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात् :—

"श्री चौ. पी. चोपड़ा,
भारतीय लघु उद्योग संघ परिसंघ,
मार्केट मैसर्स इंडोफ्रास्ट्रीज,
ई-30 फोकल ज्वाइंड,
लुधियाणा-141010"

[सं. नं.-20012/1/97-एस.एस. II]

जे. पी. शुक्ला, उप सचिव

New Delhi, the 18th November, 1999

S.O. 3531.—In exercise of the powers conferred by sub-section (1) of section 5 A of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) the Central Government hereby appoints Shri V. P. Chopra as a member of the Central Board of trustees and makes the following amendment in the Notification of the Government of India in the Ministry of Labour S.O. 321(E) dated the 9th April, 1997 published in Part-II Section 3 sub-section (ii) of the Gazette of India Extraordinary dated 10th April, 1997 :—

In the said notification for entries against Sl. No. 31, the following entries shall be substituted namely :

"Shri V.P. Chopra,
Federation of Association of Small
Industries of India (FASII),
C/o M/s. Indo Fastners,
E-30, Focal Point,
Ludhiana-141010".

[No. V-20012/1/97-SS. II])
J. P. SHUKLA, Dy. Secy

नई दिल्ली, 22 नवम्बर, 1999

का. आ. 3532.—केन्द्रीय सरकार संतुष्ट हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (d) के उपखंड (VI) के उपर्योगों के अनुसरण में भारत सरकार के अम मंत्रालय की अधिसूचना संख्या का.आ 1590 दिनांक 25-5-99 द्वारा प्रतिभूति मुद्रणालय, हैदराबाद को उक्त अधिनियम के प्रयोजनों के लिए 26 मई, 1999 से छह मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त कालावधि को छह मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (d) के उपखंड (VI) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 26 नवम्बर, 1999 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[का. सं. एस.-11017/8/97-आई.आर. (पी.एल.)]
एच. सी. गुप्ता, अवर सचिव

New Delhi, the 22nd November, 1999

S.O. 3532.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provisions of sub-clause (vi) of the clause (n) of section 2 of the Industrial Dispute Act, 1947 (14 of 1947), declared by the Notification of the Government of India in the Ministry of Labour S.O. No. 1590 dated 25th May, 1999 the services in Security Printing Press, Hyderabad to be a public utility service for the purpose of the said Act, for a period of six months from the 26th May 1999,

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months:

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947, the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a period of six months from the 26th November, 1999.

[No. S-11017/8/97-IR(PL)]

H. C. GUPTA, Under. Secy

भारत का राजपत्र

The Gazette of India

प्रधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

वं. 60] नई चिल्डी, शनिवार, दिसम्बर 11, 1999/अग्रहायन 20, 1921
No. 50] NEW DELHI, SATURDAY, DECEMBER 11, 1999/AGRAHAYANA 20, 1921

इस भाग में लिख पृष्ठ संख्या दी जाती है जिसमें इस प्रकाशन के अन्त में रखा जा रहा है।

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—उपर 3—उप-उपर (ii)
PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय की छाइकर) द्वारा जारी किए गए सार्विक प्राप्ति और अधिसूचनाएँ
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(other than the Ministry of Defence)

कामिक, लोक-रक्षकाधीन तथा पेंशन मंत्रालय
(कामिक और प्रशिक्षण विभाग)

नई चिल्डी, 24 नवम्बर, 1999

का. आ. 3533.—केन्द्रीय सरकार, चिल्डी विशेष पुलिस
संस्थाना अधिनियम, 1946 (1946 का अधिनियम संख्या
25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1)
द्वारा प्रबल शक्तियों का प्रयोग करते हुए तथा धानधप्रदेश
सरकार के मूह (एस. सी. ए.) निभाया की दिनांक 21-10-1999
को अधिसूचना संख्या जी.ओ.एम.एस. ३५९
द्वारा शाल सहमति से पुलिस थाना नरसारावपेट जिला गुरुदूर,
धानधप्रदेश में दिनांक 28-10-1999 को वर्ष अपराध संख्या
336/99 में दिनांक 28-8-1999 को रात दस बजे हुए
बम विस्फोट के संबंध में विस्फोटक पदार्थ अधिनियम, 1908
(1908 का अधिनियम सं. 9) की धारा 3 और 5 के
अन्तर्गत दण्डनीय अपराधों के अन्वेषण और उपर वर्णित
अपराधों के संबंध में अथवा उनसे संस्कृत प्रयत्नों, दुष्प्रेरणों

और आपराधिक प्रवर्तनों अवश्य देसे ही संघवहार के अनुक्रम
में किया गया था किए गए अन्य किसी तथा यह तथ्यों में
उद्भूत तक्षी शापराध या अपराधों का अन्वेषण करने के लिए
चिल्डी विशेष पुलिस स्थापना के सदस्यों को शक्तिप्रदे
शक्तिकारीता का विस्तार, एतत्वांतर सम्पूर्ण धानधप्रदेश
राज्य के संबंध में करती है।

[म. 228/79/99-प. वी. डी.-II]
हरि सिंह, अवार सचिव

MINISTRY OF PERSONNEL, PUBLIC

GRIEVANCES AND PENSION
(Department of Personnel and Training)

New Delhi, the 24th November, 1999

S.O. 3533.—In exercise of the powers conferred
under sub-section (1) of section 5 read with section 6
of the Delhi Special Police Establishment Act, 1946
(Act, No. 25 of 1946), the Central Government
with the consent of Government of Andhra Pradesh